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The Solicitors' Journal.

LONDON, MARCH 16, 1867.

WE UNDERSTAND that the directors of the Law Union Insurance Company have determined to grant whole world and unconditional policies, the only obligation in respect of which will be the payment of the premium.

The advantage to mortgagees, trustees, and others, of having policies not liable to be defeated by acts of the insured, beyond the control of those holding them as security for loans, or provisions for children on marriage settlements, or to protect contingent reversionary interests, will, we doubt not, be fully appreciated by the profession.

WHILE THE public suffer from the disturbances caused by Trades' Unions and other combinations of workmen, made with a view to affect the price of labour, and while an inquiry into the recent outrage at Sheffield is being initiated, we find Lord St. Leonards re-introducing his bill of last year to establish equitable councils of conciliation to adjust differences between masters and operatives. No doubt his lordship is right in acting upon the opinion that prevention is better than cure; and if, indeed, the passsing of the bill will in any manner tend to put a stop to those long seasons when men remain on strike, and when destitution and distress are nourished and fed upon the flesh and sinews of the bread-winners themselves, we may in time see the way to the establishment of a system which may in great measure hinder, if not certainly prevent, strikes. When, however, we consider that it is oftenest the tyranny of Trades' Unions that makes strikes so distressing, it may be worth while to inquire how far these societies are prepared to give in their adhesion to the principles of Lord St. Leonards' bill. As a permissive and tentative measure it has a remarkably pleasant look on paper, but with a full knowledge of the materials with which it is to deal, it would be presumption indeed for anyone to attempt to foretell its success.

The bill itself is as nearly as possible word for word the same as the bill of last session, with the exception of clause 4, to which three lines had been added, but these three lines, which enabled the council to fix a rate of wages for twelve months, have been struck out on the motion of Lord Cranworth. Wonderful also to relate, the bill was again brought in with the word "operatives" in the title, while the word "workmen" is used throughout the body of the bill. We remarked on this fact last year,* and were somewhat surprised at the continuance of the inconsistency. The Lord Chancellor has, however, moved that the word "operatives" in the title should be altered to "workmen," and this has been assented to. On the provisions of the bill our remarks have already appeared.

IT WILL BE SEEN by our advertising columns of last week that the "Society for the Preservation and Amendment of Trial by Jury," are about publicly to award prizes for essays on this subject. In its prospectus the society states that its objects are of a strictly practical nature, and it proposes to deal at the outset with the payment, summoning, liability to serve, and treatment of jurors. That much may be said on all these points is as true as that much has been already said and written; and assuredly the laudable objects this society has in view are of interest, not only to the legal profession, but also to all classes of the community. The innumerable complaints made, by judges on the one hand, of the non-attendance of jurymen, and by jurymen themselves, on the other, of the unequal mode of summoning them, and of their loss of time and the inadequate payment made to them; as well as the many suggestions made for the amendment of the law relating to jurymen; give ample materials for a profitable discussion of the whole matter. Taken up with a proper spirit, and with a view to assist the ends of justice, while ameliorating the wrongs of jurymen, a discussion on the existing system of juries is needed in order to make the public fully alive to its inherent evils. The fact is, that so many are exempt from service on juries that the minority who suffer are unable to make their voices heard, and it is only through the inconveniences caused to suitors through the utter absence of organisation exhibited by the ordinary jury lists, that the necessity for the amendment, which is the object of this society, is brought home to the minds of the British public. We are well assured that continuous agitation of the subject is alone calculated to bring about the desired alteration in the jury system, and we heartily wish the society success in their efforts to that intent.

A GOOD DEAL of discussion has, at various times, taken place upon the subject of what class of persons acquit themselves best in the witness-box. It is conceded that members of the legal profession make the worst of witnesses, and it is equally admitted that ladies are the best; and that, when once they have made a statement, it is next to impossible to shake them. Probably the best witness that was ever examined in any court was a Mrs. Clark, who was defendant in the case of *Acroyd* v. *Clark*, argued before Vice-Chancellor Stuart last week. That lady was cross-examined by Mr. Kay, Q.C., and the tenacity, clearness, and evident truthfulness of her story excited the astonishment of a crowded court. It was a prevalent opinion, too, that her evidence, and the mode in which she gave it, had the effect of removing an apparent original impression in his Honour's mind against her case. At all events the judgment was upon all points in her favour.

THE SUNDAY TRADING BILL, brought into the House of Commons by Mr. T. Hughes, Lord Claud Hamilton, and Sir Brooke Bridges, is intended to put down the practice of Sunday trading, which is said to prevail extensively in various parts of England. The first section provides that no person shall, on Sunday, hawk, cry, sell, offer, expose for sale, or deliver, in the way of his trade, any goods, not excepted by the second section, under a penalty of not more than twenty shillings nor less than five. The second section excepts from the operation of the Act the selling of medicines; the selling of meat, fish, poultry, game, or vegetables before nine in the morning; the selling of cream before ten or after one o'clock; the selling of pastry, fruit, or any beverage which may be sold without a licence before ten or after one o'clock; the selling of any periodical publication without cry before ten; the exercise of the business of a cook-shop, eating-house, or coffee-house before ten or after one o'clock; and the exercise of the business of a baker or publican. It will be seen that all sales by public cry are prohibited on a Sunday, and there are many whose desire for quiet would hail with gratitude the suppression of all street cries on every day of the week. The inconvenience of naming different hours for the sale of different articles is, however, strangely prominent, and, if the bill should be passed into law, this anomaly should be rectified while

* 10 Sol. Jour. 653.

there is time. For a second offence against the Act the penalty is raised to between twenty and forty shillings.

This bill is almost a *verbatim* copy of that presented to the House of Lords last year by Lord Chelmsford. The most prominent exceptions are the omission of the fourth clause, which required police constables to enforce the provisions of the Act, and the alteration of the sixth clause, now the fifth, which applied all penalties in aid of the police-rate, which are now to be applied to the general city or borough fund. There is also an addition of a clause which provides that the Act shall not apply to places having a population of less than ten thousand persons.

To require the police to carry out such an act as this and to apply the penalties in aid of the police fund would be to place that worthy body in a position of great perplexity: if they should perform their duty they would render themselves subject to the taunts—hard to bear—of being common informers, levelled at them by those whose occupations they might interfere with; if they failed to perform their duty they would be liable to punishment under the Police Acts. The omission, therefore, of these clauses, was advisable. Upon the whole measure we have but little to remark, but may, perhaps, be permitted to remind our readers of Hood's joke when speaking of the objections made to the opening of the Zoological-gardens on that day: "Bruin's no worse than baking is on Sundays," and to add that in the estimation of some the converse of this proposition holds good. Baking is no worse than "bruin."

IT WOULD be scarcely necessary for a legal journal to notice the passing of the Duty on Dogs' Bill were it not the general opinion that the alteration of the duty payable to the revenue as effected by this bill will probably prevent the straying about of ownerless dogs, and so incidentally give more effect to the remedy to which anyone attacked by a dog is entitled. When we regard the large number of persons who are received into the London hospitals suffering from the bites of dogs whose owners are not known, it must be admitted that some plan was wanted for getting rid of such dogs. There is in existence a machinery which may, with little expense, be put in motion to carry out the provisions of this Act; and it is for the interest of the revenue, as well as of the individual members of the community, that they should be strictly enforced. If the police are instructed to take into custody all dogs wandering about, and to detain them for a limited time, until the owners produce their licence, and in default to sell them to pay expences, or, if unsaleable, to destroy them, many useless vagabonds of the canine species may be prevented from making further depredations, and many an owner of a vicious dog may be compelled to keep him under the restraint rendered necessary by his aggressive peculiarities.

WE BELIEVE the Captain German, who is said to be one of the candidates for Boston, to be James German, Esq., who was called to the bar by the Hon. Society of the Middle Temple, in Trinity Term, 1849. He is a captain in the 3rd Duke of Lancaster's Own Militia. Since this was written, the learned gentleman has announced the withdrawal of his candidature.

WE READ with much pleasure in the columns of the *Owl*, usually very well informed on such points, that Mr. Pownall, the well-known and able chairman of the Middlesex Quarter Sessions, is to receive the honour of knighthood from her Majesty. Few or none of our meritorious public servants have better earned any such mark of recognition of long and valuable services.

THE EXETER GAZETTE says that the Hon. George Denman, M.P. for Tiverton, has instituted an action against Mr. Davey, one of the petitioners against the hon. member's return, for the recovery of his costs, amounting to £240.

REPORTS FROM DUBLIN of Monday last inform us that Lord Chancellor Blackburne is seriously ill. More recent information leads us to hope that he is rapidly recovering.

THE SOLICITOR AS AN ADVOCATE.

II.

County Court Practice.

In accordance with the plan pursued in Part I. of these articles we shall commence with a summary of county court procedure as regards its common law jurisdiction.

Every action brought to the county court commences with the issue of a summons signed by the Registrar of the district. This is obtained by the plantiff or his attorney on payment of a shilling for every pound claimed and a further fee of one shilling. With the summons (which is served by the bailiff of the court) is made out a plaint-note handed to the plaintiff and retained by him. Without the production of this he cannot recover any money which may have been adjudged to him.

On service of the summons the defendant generally has nothing to do but to appear in court on the day named, there being no pleadings in the county courts. If, however, he or she is going to plead, as a defence, either infancy, coverture, set-off, the Statute of Limitations, or bankruptcy or insolvency, notice in writing, stating the particulars, must be given to the registrar of the court five clear days before the return day of the summons.

On the hearing, the judgment of the Court is either for plaintiff or defendant to such amount as the Court deems fit. It is entirely beyond the province of this article to enter into any descriptions of the various forms to be gone through. Such information will be found in Davis's "County Court Practice," to the fullest extent. The object of this paper is to treat merely of the advocate's share in the matter.

When a solicitor—or attorney rather, despite the greater fashion of the previous term—is applied to to appear for plaintiff or defendant in a county court suit, the first thing he will do will be to draw up a small brief, in as accurate a way as he would frame a large one for counsel at Nisi Prius. He will, if he be wise, sift his client's statements before he writes down anything, for many a suitor breaks down in the witness-box, even when only examined from his own instructions. He will also carefully take down the statements of the witnesses in support, compressing their evidence into the smallest compass, and having as few as he can. If he reverses this rule he may find things unpleasant in court, when perhaps a hundred cases have to be tried in a few hours.

If the attorney be applied to by the defendant, he will shape as good a defence as he can, and he must trust to opportunities for cross-examination being given in court. From there being no written pleadings it is very difficult beforehand to find what the adverse party will prove, and consequently useless to suggest points for cross-examination.

The fee depends on private arrangement, distance, &c. *If the plaintiff recovers over £5*, he can be allowed against defendant an attorney's fee of 15s. Over £20 there is a graduated scale of fee.

Practice in Court.

The plaintiff or defendent may summon a jury if he please. But it is for the attorney to consider whether it will be judicious to advise his client so to do. In some cases the presence of a jury may be disadvantageous; the judge may prefer to try the causes himself, and dislike a jury; the jury may, from the nature of a case, have sympathies: and, it is to be remembered, that unlike juries in superior courts, those in the county court are summoned from a small district, and where everyone's affairs are intimately canvassed.

(The party requiring a jury will pay the expense in

the first instance by depositing the sum of five shillings with the registrar, which sum will be "costs in the cause.")

On the court day the plaintiff and defendant, with their respective witnesses, appear in court. The registrar having read out the number and title of the cause, the plaintiff's attorney will rise and address the judge. He will, if he be wise, state law and facts equally briefly. It frequently happens that county court judges are irritable in temper, the effect of pressure of cases, shortness of time, and prolixity of rural witnesses. Where such irritability exists it will not be soothed by a long or discursive speech, whether the speaker indulges therein for the sake of pleasing the public, his client, or himself. It is of course necessary to draw a distinction between the fitting modes of address for a judge *solus*, and a judge and jury. In the latter case more detail may be permitted.

Examination in Chief.

Having finished his speech, the attorney will, in most cases, call the plaintiff, who will state his case. He ought to be made to do it briefly but clearly, and mere repetitions are never useful, save with a particularly stupid jury. The great rule is never to ask the witness leading questions. It is not only indefensible legally, but it leads often to an altercation between opposite attorneys, and, possibly, between one of them and his Honour as a *finale*. The performance serves no good end, except to delight a crowd of laughing bystanders, and to accelerate the pulse and heighten the tempers of the combatants.

"When the time and the place of the scene of action have once been fixed, it is generally the easiest course to desire the witness to give his own account of the matter, making him omit, as he goes along, an account of what he has heard from others." And, indeed, to allow a witness to tell his own story in his own unprompted words, not only secures the most lucid testimony, but favourably impresses the Court and the jury.

Cross-Examination.

It very seldom happens in county court cases that there is *much* need for cross-examination. However, the defendant's attorney of course exercises his right; but, if he be wise, he will exercise it as tersely, as plainly, and in as vigorous Saxon as possible. Moreover, he will adopt, if he be desirous of getting out facts, a quiet and easy manner. For we have seen, in county courts and elsewhere, specimens of the bullying style of cross-examination, which have never done anything but confirm witnesses in dogged obstinacy.

Leading questions may, and often must, be asked in cross-examination. Indeed, the very object of cross-examination, *i.e.*, to elicit facts favourable to the examiner's client, would be frustrated if this rule did not exist. But the long and minute cross-examinations of *Nisi Prius* are, as a rule, impossible and improper in county courts, where time is short and causes are small.

Perhaps nothing is more demonstrative of the presence or absence respectively of gentlemanly manners in advocacy than cross-examination. The style inevitably shows the calibre of the advocate. What is the object of the process? To elicit truth. Not to bully, cajole, or show off ability. Consequently, the proper style of going through such process is that wherein amenity, suavity, and dignity, are blended with clearheadedness, terseness, and firmness..

Re-Examination.

This must be confined to the matters alluded to in cross-examination. It is very often hazardous; and in many cases (unless there has been evidently mistaken evidence extracted) it is best to let well alone. When well done, however, re-examination is often beneficial.

Proving Contradictory Statements.

We should have touched, before quitting the topic of cross-examination, on a point of great moment. Sometimes a witness under this process will deny having made statements quite opposite to his answers. Proof may be given by the other side that the witness did make such statements. This must not be done, though, until he has been asked *in precise terms* whether he made such and such statements. If the statement be in writing, and it is intended to contradict the witness by producing the writing, "his attention must be called to those parts which are to be used for the purpose of so contradicting him."

There are four rules as to *discrediting* witnesses which every advocate must learn:—

A. A witness may be *asked* any question.

B. But if his answer would criminate him he is not obliged to reply.

C. *Evidence cannot be adduced to contradict him unless the statement is material to the issue.*

D. Before such evidence is given, the question must be put to the witness to give him an opportunity of explaining (Davis's "County Court Practice," p. 221.)

Here the writer would make a remark. Nothing damages a case more with judge, jury, and public, than putting questions which convey baseless insinuations. The engineer mining thus is sure to be hoist with his own petard. It may be added that even when your own client gives instructions for cross-examination, his statements must be taken *cum sale multo*. And the practice has something about it intensely low, cruel, and despicable; something that brands the advocate indulging in it as a ruffian at heart and a coward. Such instances are fortunately rare.

Documentary Evidence.

Very frequently in county courts the case turns on letters, account books, receipts, &c. In using them the attorney (unless the other side admit proof) will, before he puts them in evidence, call a person who can swear from previous knowledge to the handwriting. Explanations of technical terms and the like may be given, but no verbal evidence is admitted to vary written contracts. Stamps are necessary in many cases. When an instrument is unstamped the opposite attorney will object to it until stamped. Attesting witnesses need not now be called where the instrment is one not depending for validity on attestation (section 26 Common Law Procedure Act, 1854.)

Sometimes the plaintiff or defendant cannot establish his case without the production of a writing in the possession of the opposite party. When this is the case, it is the duty of the attorney to give notice of production to the person in question. If it is not produced, the person giving notice can give secondary evidence of the nature of the document.

If writings are lost, evidence must be given to show that diligent search for them has been made.

All public documents of course are admissible as evidence by their own existence as originals. If copies, they are admissible if proved on oath to have been examined with the original, "for it is a rule that whenever the original is of a public nature, a sworn copy is admissible in evidence."

Defendant's Case.

The evidence, oral and documentary, having been duly produced, and the witnesses for the plaintiff having been examined cross and re-examined, the defendant's attorney will open his case. It would be absurd to lay down any rules for conduct, beyond those of terseness, clearheadedness, and honesty. Anything like a technical defence is not much favoured in a tribunal where justice is speedily administered, matters being small in value. Of course, the writer does not mean to exclude technical defences in general, but only those semi-technical, semi-cunning attempts which are rarely seen and still more rarely successful.

The plaintiff's attorney has the right of reply. The judge then pronounces his decision, and the carrying out thereof is entirely the registrar's work. The attorney's work in most cases ceases in court with the judgment, but it is necessary to recapitulate the next steps in the matter.

Judgment having been pronounced, the registrar enters it in a book. On his return to his office, his clerks draw up the orders embodying the various judgments pronounced during the day, and these are delivered to the bailiff, who serves them personally or by post. The registrar receives the money payable under each order, either at once or by the instalments ordered. Notice of all payments comes from the registrar to the successful party. The claimant will not be paid the money unless he produces the plaint note handed to him when he took out his summons.

New Trial.

If the advocate wishes for this—but in general, it is not of much use or benefit to apply for it in county courts, unless on production of fresh evidence—he can apply for it immediately after the hearing of the cause, or at the first court held after twelve clear days from first hearing; but in that case seven clear days before the holding of such court, the applicant must give due notice in writing to the registrar at his office, and to the opposite party, such notice to be signed by him. Any money in court, under the former judgment, is thereupon retained by the registrar till new trial. The judge has power over costs.

Judgment Summons.

The advocate may sometimes think proper to advise his client to take out a judgment summons. This is a method of procedure where the plaintiff wishes to secure payment of his money by getting the defendant committed to prison. The order for committal, if the judge thinks fit, can be obtained in court after judgment pronounced. But this particular summons is used when a plaintiff holds an unsatisfied judgment which he wishes to enforce. This summons may issue by leave of the judge in the court wherein judgment was recovered. It informs defendant that he must appear and be examined; in default whereof the Court may give judgment. It must be served five days before the return day. On the day in question defendant may be committed for any of the following reasons:—

1. Refusing to be sworn or to answer. 2. Not answering satisfactorily. 3. If it appears to the judge that defendant has incurred debt through fraud. 4. Or without reasonable expectation of paying same. 5. Or made any profit, &c., with intent to defraud. 6. Or if it appears that since judgment plaintiff has been able to pay the debt.

The commitment is to the common gaol, and the maximum term forty days. *But the debt is not extinguished thereby.*

The more usual process for enforcing order of Court is by writ of *fi. fa.* obtained from the registrar.

The last matter to be considered is the right of appeal, which exists in matters wherein the sum charged is more than £20.

The appeal is to any one of the superior Courts, and is heard by the judges in the ordinary course. Out of term two judges will sit as an appeal court. Notice must be given by the appellant to the opposite side within ten days after judgment. Application may be made before the rising of the Court on the day whenever judgment has been pronounced. The advocate must deliver it in writing signed by him or his client. The case is settled by both sides, or, if they cannot agree, by the county court judge. It will be signed by this functionary at the next court held after the end of twelve days from the date of judgment, and the appellant, within three clear days of the signing of such case, will send two copies of it to the rule department of the Master's Office of the selected court, notice whereof will be served on the other party. The judgment of the Court of appeal will either order a new trial or pronounce judgment for one of the parties. It has full power over costs.

Such is a brief sketch of the duty of an advocate in the county court. His duties as to equity matters will differ little, except that these cases are very much more important, and require thorough knowledge and great attention. The scale of costs is a higher one.

The business in county courts is very often of real importance, always of importance to the actual litigants. It is a branch of practice which requires fluency and readiness, but these qualities are never to degenerate into loquacity and impudence. The more dignified the manner in which the smallest cases are conducted the better for the advocate and for his profession. Proper deference to the judge is never to be mistaken for servility. That obsequiousness which sometimes characterises an attorney before a county court judge, so that—

"Sic iterat voces, sic verba cadentia tollit,"

as, to use a wretched pun, makes the spectators *sick*, is entirely out of place in a gentleman's line of conduct. Nor, on the other hand, is that blatant vulgarity, compounded of bombast and self-assertion, sometimes seen, to be taken as the appropriate weapon of advocacy. Already the practice is in some minds considered a lower one than others in the law, from the vulgarity of some practitioners, and it is incumbent on every man who values his profession to show that advocacy can be as reputable and desirable a thing in an attorney as in a barrister.

Moreover, the proper preservation of self respect, and of courteous firmness—not insolent pigheadedness—is of immense importance in keeping up the judge's opinion of the advocates who come before him. It is not sufficient to know the law of evidence, though it is much; it is not sufficient to know the law of contracts and torts, though it is much; it is not sufficient to undertand the rules of practice, though it is much. Beyond all these qualifications exists that of being a *gentleman*, an educated member of a liberal and learned profession, and a credit to that profession. There can be—there is—no reason why advocacy *per se* should not be as honourable as the most aristocratic conveyancing business in Lincoln's-inn. If it stands, as it does, lower, it is because bad specimens of advocates have often, till of late years, got hold of business. And people will condemn more for one black spot than praise for a dozen white ones. "T'is the way of the world."

RECENT DECISIONS.

COMMON LAW.

MUSICAL COPYRIGHT.

Wood v. *Boosey*, Q. B., 15 W. R. 309.

Our correspondent "LL.B.," in a letter we published on the 2nd inst., disputes our view of the judgment given by the Court of Queen's Bench in the above-named case. He appears to us to have fallen into the same error with the Court, in ignoring the essential difference between skill and invention. Mind and skill are necessary for every species of work, even the humblest, if it is to be done properly; and skill of a high order is requisite to arrange the score of an opera for the pianoforte; but such skill is not invention, which alone has a right to the privilege of copyright. "LL.B." very needlessly quotes high musical authority for the truism that it is impossible, and if it were possible, not desirable, to give every note of a full score upon a single instrument. If it were possible, there would be no higher skill required to do it than that involved in reading music. We expressly made allowance for the skill requisite to give the effect of the whole by manipulating the parts; we admitted the possibility of there being invention in an arrangement for the pianoforte, but denied its being necessarily pre-

sent.* Our correspondent simply reiterates the view taken by the Court, treating skill and inventive power as equivalent terms, without giving any reason for so doing. If this view be correct, copyright can hardly exist; for the least alteration involving mind and skill would, in this view, give copyright to the alterer, and the real author would have no protection except against pirates who had not the prudence to make an alteration.

Prescriptive Tolls.

Bryant v. *Foot*, Q. B., 15 W. R. 421.

This case is one of the most important that has been decided for some time past, and is likely to produce a very serious effect upon the title to prescriptive and customary rights. Before stating the facts of the case and examining the probable results of the decision, it will be as well to consider briefly the general nature of prescriptive rights, and the way in which they may be acquired. Prescription is a method of acquiring rights by long user. The rights which may be thus acquired are usually called incorporeal hereditaments, and comprise all that species of property not being of a corporeal nature, which descends, like land, to the heir on the death of the owner as rights of way, rights of common, rights of fishing, and other rights of a like nature, which may be exercised by one person over the land of another. These are the incorporeal hereditaments called easements or *profits à prendre* most frequently met with, but there are also other rights which are not enjoyed over land, and which are of a somewhat different nature, as, for instance, a right to the tolls of a market, the right of persons holding certain positions to demand fees upon stated occasions, &c. Incorporeal hereditaments may also sometimes be claimed by custom, or immemorial usage as well as by prescription. There is some technical difference between prescription and custom. Some rights may be gained by prescription which could not be successfully claimed by custom, and *vice versâ*, but for the present purpose it is not necessary to examine the difference more closely. It will be convenient, in order to avoid any confusion, to make use of the word prescription only, but what is said will apply with equal force to claims made by custom.

The prominent feature of prescription is that the right claimed must have been exercised for the period of legal memory. This is often expressed by saying that it must be enjoyed for a time, whereof the memory of man runneth not to the contrary, or for time immemorial. These expresions mean that the right must have been enjoyed from the accession of Richard I., A.D. 1189, until the present time, that date being the period at which legal memory commences; in other words, to establish a title by prescription a user for more than 650 years must be shown. This is the theory of the law. The origin of the rule is curious.

Provision was made against the insecurity to property for want of a reasonable term of limitation by 3 Ed. 1, c. 39, by protecting possession, when enjoyed from the time of the accession of Richard I., against certain legal proceedings therein mentioned, that is, possession for the period of eighty-six years preceding that statute gave a title in certain cases. By analogy to this period of limitation it was at last settled that prescriptive rights could be gained by a user during the whole period since A.D. 1189. Although other Statutes of Limitation have been passed since 3 Ed. 1, c. 39, by which the period of limitation has been much shortened, the time for the commencement of legal memory has never been altered. As a fixed date has thus been adopted as the time of the commencement of legal memory, the difficulty of establishing prescriptive rights has (in theory) been increasing year by year. As a matter of fact in the present day, and for a long time past, it has been simply impossible, in the great majority of cases, to prove that a right has been exercised for so long a time. This difficulty has been, to a great extent, obviated by the practice which, in course of time, grew up of presuming from a user of more than twenty years that the right claimed had been enjoyed for the full period of legal memory, and it was held that a jury should be told (for the duration of the exercise of the right is of course a question of fact to be decided by the jury) not only that they might, but that they ought and were bound to, presume upon proof of enjoyment for more than twenty years that the right had existed since A.D. 1189. Practically, therefore, these rights might, in many instances, be gained by twenty years' enjoyment, which was thus presumed, by a legal fiction, to be sufficient evidence of a user since the accession of Richard I. This presumption was liable to be rebutted by showing circumstances which rendered it impossible that the right in question had been exercised for so long a time. The most simple instance of this is the manner in which a claim by prescription to a right of way over one tenement enjoyed in right of another tenement might be defeated even after proof of a user for any length of time short of the period of legal memory, by showing what is called unity of possession, that is, that both tenements were, at some period since A.D. 1189, held by one owner in the same estate. As a man cannot have a right of way over his own land, if there had been a right of way before the tenements were in the hands of the same person, the unity of possession would cause a merger of the easement, and it is, therefore, clear that the right claimed in such a case must have originated since the separation of the two tenements, and so since A.D. 1189, and that, therefore, the claim under such circumstances must fail. To obviate this inconvenience, another fiction was sometimes employed, and it was held that if it were pleaded that there had been a grant of the right claimed, even within the period of legal memory, and that the deed containing such grant had been lost, the jury were at liberty to find that there had been such a grant if user of the right for more than twenty years were proved, even although there were not the slightest pretension, in fact, that such a deed had ever existed. This fiction obviously could only be made use of when the right claimed might have been the subject of a grant. By 2 & 3 Will. 4, c. 71, short and definite periods are fixed, within which easements and *profits a prendre* may now be gained without having recourse to the common law prescription. This Act has not in any way altered the old rules relating to prescription, it only enables persons to gain certain specified kinds of rights within a fixed time. The rights mentioned in that Act may, however, be claimed now by prescription; and there are many classes of rights to which the Act does not at all apply, and which, therefore, depend entirely upon prescription at common law as if this Act had not been passed.

Such is briefly the law of prescription, and it now remains to consider how that law has been applied to the case of *Bryant* v. *Foot*. This was an action by the rector of Horton, Bucks, to try his right to receive a marriage fee of thirteen shillings. The question was whether the sum of thirteen shillings—viz., ten shillings for the rector and three shillings for the clerk—was the legal fee payable upon a marriage in the parish church of Horton. The evidence showed that, from the year 1808 to 1854, this payment had always been made. There was no evidence as to what had been paid before 1808. The facts were stated in a special case, and the Court were to draw inferences of fact. It was argued for the plaintiff that there was sufficient evidence to raise a presumption that the fee had been enjoyed beyond the period of legal memory; and by the defendant that the mere amount of the fee, considering the alteration in the value of money that has taken place during the last 600 years, was of itself sufficient to rebut the presump-

* We see it asserted in *The Choir* last week, that the part which "LL.B." says cannot be performed, viz., playing the opera on a single instrument from merely reading the score, has been frequently tried with success.—Ed. S. J.

tion that the fee was an ancient one which might otherwise have been raised. The majority of the Court of Queen's Bench—consisting of the Lord Chief Justice and Mellor and Lush, JJ.—held that the amount of the fee did rebut the presumption of immemorial usage which might otherwise have been established, and that the plaintiff had, therefore, failed to make out his claim. Blackburn, J., dissented from this view, holding that the claim ought to be considered as proved by the enjoyment of forty-six years, as it was not shown that it was impossible that the fee should have been paid in ancient times, but only that it was improbable that it had then existed. The ground upon which the majority of the Court rested their decision was, that it was their duty to consider whether or not it was probable that the fee had, as a fact, existed from time immemorial, and that the amount of the fee rendered it so extremely improbable that they were bound to decide against the claim. This view of the case they fortified by reference to the well-known rule of law that in the case of a tithe *modus* the largeness of the amount claimed might always be sufficient to rebut the presumption of immemorial antiquity, in which case the *modus*, was said to be rank or to be bad for rankness. A *modus* it need hardly be observed, is a composition, usually the payment of a sum of money given in lieu of tithes. A *modus* could only be established by prescription, and was subject to the ordinary rules of prescription, but rankness, or in other words the unreasonableness of the amount, might always defeat such a claim. The Court (Blackburn, J., *dissentiente*) thought that this rule respecting *moduses* was a mere rule of evidence, and that therefore the principle applied to all prescriptive claims.

Even if this judgment had been the expression of the unanimous opinion of the Court, a doubt might have been felt as to whether the decision was warranted by the rules relating to prescription which have been laid down in former cases, but the feeling of doubt must be much strengthened by the fact that so learned a judge as Blackburn, J., dissented from the other members of the Court. The right in question in this case was of rather an anomalous nature, and it might not be very easy to decide whether it should be considered a prescriptive or a customary right. This point is of no importance, so far as the decision in *Bryant* v. *Foot* is concerned, except that the right was one which could not have originated in a grant, and therefore under no circumstances could a claim by lost grant have been established. The right, therefore, could only be proved to exist by evidence of enjoyment for the period of legal memory. If it be correct to apply to all claims for prescriptive rights the same principles which govern tithe *moduses*, then the decision would be supported by authority, and whether likely to be injurious or not in its results, would be in accordance with established rules of law. But it may well be doubted whether the rankness or large amount of any fee claimed is, having reference to the rules laid down in former cases, evidence sufficient to rebut the presumption of immemorial user that would otherwise have been raised. Neither the Lord Chief Justice nor Mellor, J., cited any direct authority to support their decision, but only refer to Blackstone (2 Com. 30) and Eagle on Tithes (vol. 2, p. 186), where rankness is said to be a fatal objection to a *modus*, and that the rule is one of evidence; and to an *obiter dictum* of Lord Campbell, in *Treherne* v. *Gardner*, 5 E. & B. 940; where he seemed to be of opinion that the same rule would apply to a prescriptive claim to any fee. But Blackstone, neither in this passage nor elsewhere, states that such evidence defeats any other kind of prescriptive claim; and *Treherne* v. *Gardner* was not decided on this point. Although many rights of the nature of that claimed in *Bryant* v. *Foot* have been long acquiesced in as being of undoubted validity, and many others have been established by judicial decision, it yet seems never before to have been suggested that the mere rankness of a fee was a fatal objection to its validity.

The absence of authorities on this point (bearing in mind, of course, the number of decided cases where similar rights have been in question) is of itself a strong argument against the doctrine laid down by the majority of the Court, and it seems far more correct to hold, in the words of Blackburn, J., that "The cases as to *moduses* must be taken to establish an exception from the general rule (an illogical and anomalous exception), and that in all other cases the rankness or largeness of a customary payment shown to have been, in fact, taken, as of right, as long as living memory or evidence goes, is not alone enough to rebut the presumption that the usage had a legal origin." If, then, the cases as to *moduses* are not authorities in a case like *Bryant* v. *Foot*, it remains to examine if the decision can be supported upon any other grounds.

(*To be continued.*)

Elliott v. *Johnson*, 15 W. R., Q. B., 253.

This case, which has just been decided in the Court of Queen's Bench, is a very good illustration of a rule of law which, although well established, is yet not so well known as it ought to be, considering the frequency of its application and the practical importance of its results. The facts of the case were shortly as follows:—The defendant by a deed leased some land to two tenants for a term of years. The deed contained, amongst other things, a covenant by the defendant to pay a valuation for the crops left on the ground at the expiration of the tenancy. At the commencement of the holding the defendant advanced to the lessee a sum of money upon the security, as he thought, of the valuation, payable by him to the lessees at the termination of the lease. After the expiration of the term originally granted the lessees held on for several years paying the same rent, &c., as before. The defendant at last gave them notice to quit, and, after receiving that notice, they assigned their interest in the term to the plaintiff. The plaintiff on leaving the land claimed to be entitled to the benefit of the original covenant of the defendant to pay a valuation for the crops left on the ground. The defendant claimed at least to set off the money advanced by him to his first tenants at the commencement of their tenancy. The defendant had not in any way recognised the plaintiff as his tenant. The Court held that the plaintiff was not entitled to recover. It would really seem, but for the doubt expressed by Shee, J., that there could hardly be any difference of opinion upon such a matter. It is clear that upon an assignment of a term created by deed all the *covenants* which run with the land pass to the assignee of the term, and he is entitled to sue upon them if they should be broken. But these do not in any way apply to simple contracts, which cannot be so assigned from one person to another. They are strictly subject to the common law maxim that a *chose in action* cannot be assigned. If, therefore, the assignee of a term, not created by an instrument under seal, wish to sue upon any of the terms of his holding, he can only do so in the name of his assignor with whom the contract was made. In such an action the defendant could, of course, set up any defence which would have been available to him if the action were brought for the benefit as well as in the name of the nominal plaintiff.

The application of these rules to the case we are now considering is simple enough. When the lease expired the tenants continued to occupy the land and pay the rent as before, a tenancy from year to year was created by their so doing on the terms of the lease which had expired, so far as its provisions might be applicable to such a tenancy. They were in the same position as if they had agreed verbally or in writing, not under seal, to become tenants on such terms, and they would have been liable to an action of assumpsit (not of covenant) for any breach on their part of the stipulations implied in such a

tenancy. When they assigned their interest in the premises the assignees obtained the legal estate in the land, and so became tenants to the defendant, but, on the simple ground that a *chose in action* cannot be assigned, they were not entitled to the benefit nor subject to the liability of any special agreement between the defendant and his former tenants, even although it were of such a nature that it would, if under seal, have run with the land. They were, therefore, clearly not entitled to maintain this action.

Of course, if, after an assignment of a term created by parol agreement, the lessor chooses to accept the assignee as his tenant, a new tenancy is thereby created, and, in the absence of any contract to the contrary, such new tenancy will be presumed to be upon the same terms as the one which existed between the landlord and the assignor. The recognition of an assignee of a term by the landlord need not be a formal one. Any act which necessarily implies a recognition and acceptance by the landlord of the assignee as tenant is sufficient. Receipt of rent by the landlord is perhaps the most usual way in which an assignee is recognised and becomes tenant under a new term created by the implied contract between him and his landlord. These rules of law depend, no doubt, upon old and technical distinctions between the nature of a contract under seal and one made either verbally or in writing not under seal. The result, however, of the application of these distinctions of the common law is in this instance useful and practically beneficial. When a regular lease under seal is properly prepared and executed it usually contains stipulations both on the part of the lessor and the lessee as to all the contingencies which are likely to occur, and it is not probable that the rights of either party will be much affected by an assignment of the term. It is not so, however, with regard to mere parol tenancies. They frequently are held upon agreements of the loosest kind, and, indeed, very often are held without any express contract at all between the parties, whose rights depend on the common law liabilities which attach to the relation of landlord and tenant when not affected by express agreement. A change of tenants or a change of landlords might practically cause a serious alteration in the position of those who were parties to the original agreement, if such agreement could be assigned to a third person at the option of either party, and the case of *Elliott* v. *Johnson* is a practical illustration of this.

We may observe that there was a provision against assignment in the lease granted by the defendant, but we have not noticed this clause as it does not affect the observations which have been made; and for the same reason we have omitted to remark upon the fact that the transfer of the term was apparently under an assignment for the benefit of creditors. Both these facts might, under certain circumstances, have had an important bearing upon the case, but the object of this notice of the decision in *Elliott* v. *Johnson* is simply to direct attention to the effect of assignments of tenancies created by parol, and the consideration of collateral questions which might possibly arise would be wholly irrelevant to such a purpose.

Bye-Laws.

Barry v. *Midland Great Western Company of Ireland*, Ex. Ch. (Ir.), 15 W. R. 384.

There are few happier instances of legislation for an emergency than is afforded by the Consolidation Statutes, which deal with the regulation of the railways of these countries. The 8 & 9 Vict. cc. 16, 20, known as "The Lands Clauses Consolidation Act," and "The Railways Clauses Consolidation Act," were, as is well known, and as their names sufficiently indicate, formed by compiling into one statute the many clauses which railway projectors had invariably found necessary for the success of their undertaking. Their provisions are therefore entirely without the objectionable character of experimental legislation—being themselves the result of experiment—and present upon the whole as clear, concise, and compact a code as could be desired for the regulation of railway construction and management.

It is clear, however, that, minute as the attention of Parliament is, it could not be expected to legislate for all the little emergencies which the working of a railway must necessarily create, and that it must, therefore, for this purpose, depute its authority to the company. There are, indeed, some instances in which direct legislation has been brought to bear upon the management of the railway: these are chiefly concerned with frauds by passengers on the railway company and danger to the public, such as the 103rd and 105th sections, which deal with travelling without a ticket, intending to defraud the company, and with bringing dangerous or explosive substances on the railway: but all the minor regulations as to the management of the railway are left to the company's bye-laws.

This power to make bye-laws for the regulation of the railway has been carefully guarded and limited; but, as will appear from the case we are about to notice, the mode in which their observance is to be enforced is left open to question in the enormous majority of the cases in which they are likely to be infringed; and it certainly speaks well—both for those who travel by railways and for those who manage them—that this question is only now being raised for the first time, as nothing but a desire on both sides to avoid collision could have postponed the difficulty.

The power to make bye-laws is conferred by the 109th section of the Railways Clauses Consolidation Act, where it is enacted that—"Any person offending against any such bye-law shall forfeit for every such offence any sum not exceeding £5, to be imposed by the company in such bye-laws as a penalty for such offence; and if the infraction or non-observance of any such bye-law or regulation be attended with danger or annoyance to the public, or hindrance to the company in the lawful use of the railway, it shall be lawful for the company summarily to interfere to obviate or remove such danger, annoyance, or hindrance, and that without prejudice to any penalty incurred by the infraction of any such bye-law."

The manner in which penalties "imposed by this or the special Act, or by any bye-law made in pursuance thereof," are to be recovered, is provided for by section 145; viz.— by summons and summary procedure before two magistrates; and, after the proceedings for this purpose have been fully described in sections 145–153, comes the following provision (section 154) ordinarily known as the Transient Offenders Section:—"It shall be lawful for any officer or agent of the company, and all persons called by him to his assistance, to seize and detain any person who shall have committed *any offence against the provisions of this or the special Act*, and whose name and residence shall be unknown to such officer or agent, and convey him, with all convenient despatch, before some justice, without any warrant or other authority than this or the special Act; and such justice shall proceed, with all convenient despatch, to the hearing and determining of the complaint against such offender."

The plaintiff in the case under notice, whose name and address were unknown to the railway company, refused to deliver up his ticket when requested, or to pay the fare from the place from which the train originally started, and thereby violated the well-known bye-law which required him to choose between these alternatives or incur a penalty of forty shillings. The officers of the company thereupon seized and detained him, and in an action for assult and false imprisonment the company relied upon the 154th section as a justification.

It may be mentioned that, to the knowledge of the company's servants, the plaintiff really had a ticket, and was wilfully withholding it. We have said that this is the first time this question has come to a decision. In *Dearden* v. *Townsend*, 14 W. R. 53, which will occur to

our readers as a recent decision on this bye-law, the transient offenders section was not in question. It will be recollected that there the proceedings were by information, and that there was no seizure or arrest. It was there decided that the bye-law did not apply to the case of a person travelling without a ticket with no fraudulent intention, but only to the case of a person having a ticket and refusing to give it up, that is to say, to this very case under notice; and, as to the third case, viz., travelling without a ticket *with* intention to defraud, it was said that the company might elect to treat the offence as against the bye-law or against the 103rd section of the Act, which makes such fraudulent intent an offence punishable by a criminal proceeding, and provides for instant seizure and detention.

In *Chilton* v. *London and Croydon Railway Company*, 16 M. & W. 212, the company was incorporated by a private Act passed before the passing of the Railways Clauses Act, which therefore did not apply. The private Act, however, contained provisions precisely similar to the clauses under consideration in the present case, and the facts were exactly the same. The bye-laws there, however, simply required the passenger to deliver up his ticket or pay the fare from the place whence the train originally started, without imposing any penalty in default. Except for this difference the case was *quatuor pedibus* with the present, but this difference was sufficient to avoid the solution of the difficulty of the present case. It was decided that the bye-law created no offence at all, as it annexed no penalty, and the *a fortiori* case of its being an offence *against the Act* did not therefore arise. But the dicta of three of the judges in that case are to the effect that an offence against a bye-law is not an offence against the Act.

The question, however, is distinctly raised in the case under notice, viz.—Whether this section confers upon the railway company a power to seize and detain any person who infringes their bye-laws, and whose name and address are unknown to the company; or, having regard to the language of the section, whether an offence against the bye-laws is "an offence against the provisions of this or the special Act?" It was argued by the plaintiff that the language of section 154 excludes deliberately offences "against the bye-laws," by leaving out those words which are to be found in all the sections which impose penalties; and it was said by him that the extreme course of seizure and detention is reserved by the Legislature for the grave offences which they have specified and defined in the Act itself (sections 75, 99, 103, 105, 144, &c.), and that it was never intended to entrust a trading corporation with the power of arrest for non-observance of bye-laws which are created by that corporation: while, on the other hand, the railway company argued that section 109 makes non-observance of the company's bye-law "an offence against the Act" by the words "any person offending against any such bye-law shall forfeit for such offence," &c.; and they relied strongly on the argument *ab inconvenienti* that, out of the many millions who travel over the railways during the year, very few individuals are personally known to them or their servants, and that therefore the infliction of a penalty, to be recovered by summons before two justices, is utterly ineffectual as a sanction for their bye-laws, and will have the effect of making them absolutely nugatory.

These arguments appear, at first sight, very evenly balanced, and it seems difficult to say which should prevail. One learned judge, who heard the case argued, was so much struck by the argument of inconvenience to the railway company, that he considered it necessary to decide with the defendants in order to rescue the Legislature from the imputation of a gigantic *casus omissus*; the remainder, however, took refuge, as they had a right to do, in the well-known principle that a penal enactment—a provision creating a new liability to seizure and arrest—should be construed very strictly, and they therefore refused to sanction the exercise of such a power in the hands of the railway company until the Legislature conferred it in plain and unmistakeable language.

That this construction of the enactmant in question is founded upon sound principles, having regard to its language, will be admitted by every one; but that it expresses the real intention of the Legislature, in dealing with infractions of the bye-laws, is loudly denied by the railway companies. We venture to think, however, that the railway companies are already amply provided with protection against offenders against their bye-laws, and that this extraordinary power is not necessary to enable them to carry on their business in security.

We are told that any passenger may now disregard the bye-laws as much as he pleases, provided he can keep his name in obscurity; but this is not so, for it will be seen that at the end of section 109 (which we have above transcribed) a very liberal provision is made for summary interference whenever the infraction amounts to annoyance to the public or hinderance to the company, which would clearly authorise the removal of the offender from the company's premises. It is said however that this is not applicable to a breach of the bye-law in question, as removal from the company's premises is just what is wished for by the offender, who, when at his journey's end, can produce no ticket or wont pay his fare.

Now waiving the question of the legality of this bye-law, which is very questionable (*Chilton* v. *London & Croydon Railway Company*, *supra*), we are free to admit that this question of tickets stands on peculiar grounds, and is difficult of a satisfactory solution. How are we to distinguish the innocent man who has lost his ticket and has no money to pay his fare, from the swindler who never had one and who wont pay his fare, if their names are unknown to the company? The railway companies urge that it is the business of the innocent man to have his ticket, and they cannot be exposed to loss for the sake of those who, though innocent, are, at all events, negligent.

But we must recollect that the Legislature do not profess to insure a railway company against fraud or loss any more than a private individual. The company's officers must exercise their discretion in dealing with those who do not produce a ticket or pay their fare. If they have reason to suspect that fraud exists, it is always open to them to seize and detain the offender under the 103rd section of the Act, by which travelling without a ticket, *with fraudulent intent*, is made *an offence against the Act*, and punishable as such. Of course they will act in some degree at their peril, just as a private individual does who gives another into custody upon a criminal charge, but we think a little judgment exercised by the station master, or other higher official, would always secure the company from loss and the innocent man from the degradation of the handcuffs.

REVIEWS.

A Handy-Book of the Law of London Cabs and Omnibuses. By William Thomas Charley, B.A., Esq., Barrister-at-Law. London: Routledge & Sons.

As a rule we have no great favour for what are usually termed Legal Handy-Books, for they are almost of necessity calculated to mislead. When, for instance, as is sometimes done, it is proposed to treat the Law of Executors or Trustees, or the Law of Landlord and Tenant, or any other comprehensive department of law in a small volume of one or two hundred pages, in such a manner as to make every man his own lawyer, nothing but failure can be reasonably expected, even where the writer himself possesses a sound knowledge of his subject. The thing simply cannot be done. But there are some parts of the law, in themselves, very important both to the public and the profession, which admit of being compressed with advantage into the small compass of a handy-book, which books are so far from being failures, that if well done they are the proper exponents of subjects of this class, and

we think that Mr. Charley's book on Cabs and Omnibuses is one of this description. The object of the author has been, as he himself states in his preface, to supply the London public who ride in cabs or omnibuses and also the proprietors, the drivers, and conductors of these public vehicles with a condensed summary of the Laws and Regulations on which their mutual rights and liabilities depend; and after a careful perusal of his book we may say that he has ably performed his seemingly simple, but in reality very difficult, task. The book is in all respects complete, and contains an immense amount of information, which we should not know where to look for elsewhere. After defining various terms necessary to be understood, Mr. Charley proceeds systematically to deal with every branch of his subject, beginning with the obtaining of a licence and ending with the law of strikes. The law on each heading is carefully and accurately digested and explained. The cases before the police magistrates have been collected with an infinite amount of labour from the columns of the daily papers, and the leading decisions of the Courts above have also been embodied when necessary. Upon the whole we consider that this book will be useful not merely to the public, but to lawyers, and we wish it the success it merits, and to which the known ability of its author so well entitles it.

Kent's Commentary on International Law. Edited by T. T. ABDY, LL.D., Barrister-at-Law, Regius Professor of Laws in the University of Cambridge, and Law Lecturer at Gresham College. Cambridge: Deighton, Bell, & Co. London: Stevens & Sons. 1866.

From reasons easy to explain, writers on international law have, up to the present time, chiefly been found among Americans. It is natural that such should be the case, for the United States has usually occupied the position of a neutral during the wars which have from time to time desolated Europe since the declaration of independence. And it is to a neutral power that questions of what is termed international law are peculiarly interesting. With regard to the belligerents we may say that "*inter arma silent leges.*" There are, it is true, rules laid down, which ought to govern the conduct of two hostile nations; but during actual warfare it is vain to look for a trustworthy and thoroughly fair interpretation of these rules. Each side naturally is disposed to strain a point in its own favour, and thus it happens that the literature of an habitually belligerent nation on the law of nations is not very satisfactory. England has produced two or three considerable writers on the subject, but unless it were for the judgments of Lord Stowell, she could scarcely boast of having made any really valuable contribution to its discussion. Happily we seem likely, in future European quarrels, to be in the position of a neutral, and we may therefore hope soon to be able to count among native authors men whose fame will compare with that of Wheaton, Story, and Chancellor Kent. Lookers-on always see the most of the game. The subject of a neutral power is really the only person fit to investigate impartially questions arising between the belligerents themselves, or between one of the belligerents and a neutral power.

Of all American legal writers none is more renowned than Kent. He has been termed "the greatest jurist whom this age has produced, whose writings may safely be said to be never wrong." And his singular impartiality renders his works pre-eminently suited for readers of every country. International law, about all other legal subjects, needs to be examined with a judicial mind. Even a violent partisan cannot go far wrong in interpreting *municipal* law. Lord Eldon was a political bigot, no doubt, but that did not prevent his being a great Chancellor. On any non-political subject his powerful intellect very generally led him to a just conclusion. Lord Tenterden, as a politician, was beneath contempt, but he was an able and upright Chief Justice. But we should have looked with great suspicion on a treatise by either of those celebrated men on the law of nations. There is great danger of treating that subject in what has been emphatically termed "a too patriotic spirit," in other words, of laying down the law with the object of justifying the past actions of the State to which the writer may happen to belong, and if he be an active partisan the danger becomes irresistible. For, although it is very difficult to twist the well-ascertained principles of municipal law to fit a particular purpose, it is by no means difficult to deal unfairly with the somewhat indefinite principles of international law, which we should always remember are not promulgated by a political superior to a political inferior, but are made up of a set of mere opinions, sanctioned, indeed, as reasonable, and just by the civilised nations of the world, but incapable of compulsory enforcement. Dr. Abdy has done all law students a great service in presenting that portion of Kent's Commentaries which relates to public international law in a single volume neither "large, diffuse, nor expensive." The fresh matter is placed within brackets in the text itself, not in notes, as in the most recent edition of Wheaton, where a rivulet of text runs beside a sea of annotation. The reader thus reads a consecutive argument, and is not incessantly obliged to perform the wearisome task of carrying the eye from one part of a page printed in one character to another part printed in another. The only new chapter is on the Foreign Enlistment Acts. Three years ago the existence of the American struggle would have invested this portion of Dr. Abdy's work with a strong practical interest. It still, however, deserves to be read, although not very felicitous in style, as a careful summary of the law on a troublesome and perplexing question.

Altogether Dr. Abdy has performed his task in a manner worthy of his reputation. His book will be useful, not only to lawyers and law students, for whom it was primarily intended, but also to laymen. A little knowledge of municipal law may be "a dangerous thing," but no educated man ought to be entirely ignorant of the law of nations. It is free from technicality, and, generally speaking, is based on the principles of a lofty morality. It is well worth the study of every member of an enlightened and civilised community.

The Fusion of Law and Equity. By ARTHUR HOUSTON, LL.D., Barrister-at-Law. London: Sweet; Dublin: M'Gee. 1867.

Mr. Houston's pamphlet is an argument in favour of the fusion of law and equity; and though there will probably be much difference of opinion as to his conclusions, there can be no doubt that he maintains them ably and well. He begins with a survey of what the Legislature has hitherto done in the matter, and this part of his subject is extremely well handled. He shows how the broadly-marked distinction between the constitution of the courts of law and equity, and the functions of the judge in each, has been broken in upon; and that the same may be said of the forms of procedure. He points out how far courts of law have been empowered by statute to recognise purely equitable rights, and to what extent the peculiar and characteristic remedies of each court have been put into the hands of the other. Mr. Houston might have added that, in the recognition of equitable rights and the adoption of equitable ideas, courts of law have gone a great deal further than anyone would suppose from the mere study of the statute-book. In fact, no one who is not a constant listener in the courts at Westminster can appreciate the extent to which the principles of equity are supplanting the strict rules of law in those courts. The statute expressly authorises equitable defences and equitable replies, so that in very many actions the only questions in dispute are purely equitable. Then, again, many questions come before the Courts in the form of special cases, or upon motion, or otherwise without the technicalities of pleading; and in such cases it is generally understood between the parties that the Court shall consider all their rights, legal and equitable, and do complete justice between them. But there is another and indirect mode in which courts of law administer equity. An enormous and increasing proportion of cases is settled by consent of the parties, but upon terms dictated by the judges. Where legal and equitable rights manifestly conflict, or where a simple judgment for either party would not meet the justice of the case, it is every day's practice for the court to hold its judgment over the parties *in terrorem*, and put every pressure they possibly can, both upon counsel and client, to induce them to submit to an arrangement which there would be no means of enforcing *in invitos*. By this means equitable rights are protected, and terms are imposed as justice may require—such, for instance, as the taking of accounts, giving of time for payment, cancelling of instruments, delivering up of property, and the like. And thus courts of law endeavour, and generally with success, to apply the same rules and administer the same remedies which a court of equity could do. Mr. Houston next contends that the causes which once rendered it necessary that the rules of strict law and the equitable relaxations of those rules should

be administered by different tribunals no longer exist, now that the two sets of principles have become equally fixed and defined. And he holds that in the present day convenience requires every court to be able to do complete justice in every case that comes before it. He would therefore fuse law and equity so far as to assimilate the rules of right and wrong in the two tribunals, the procedure at their command, and the relief they can bestow. But he wishes to maintain the distinction between the courts, and to assign to each a special jurisdiction, founded upon differences in the subject-matter of suits, reserving to the Court of Chancery the disposal of causes which can be best dealt with by a special tribunal—such as administration suits, for instance. To these ends Mr. Houston thinks that legislation ought to be directed.

So far we have contented ourselves with simply stating Mr. Houston's argument. The subject is a complicated one, and one on which this Journal has more than once expressed its opinion at length, and we have not seen cause, either from Mr. Houston arguments or otherwise, to alter or modify that opinion. But Mr. Houston draws another conclusion from which we are able at once to express an unqualified dissent. He thinks that no substantial alteration or improvement in the procedure at law or in equity in England or Ireland ought now to be attempted, but that we ought to wait till the assimilation to which he looks forward is effected. Now, not only have we expressed a decided opinion that the procedure ought not to be assimilated, but even were we to grant the desirability of this, ought we to put off measures for the removal of existing grievances until we can obtain a theoretically perfect reform? Is it likely to be attained in a moment? England is not the country of comprehensive reforms. Law reforms with us are always slow, cautious, and tentative. Great changes come very gradually. And we see no reason to think that the fusion of law and equity will be dealt with in a different spirit. In the meantime, to lay aside all efforts to improve our common law or equity procedure, because we hoped to see the distinction between law and equity abolished, would be very like giving orders that the Court of Queen's Bench at Westminster need never be swept or cleansed again because the designs for a Palace of Justice have been exhibited.

COURTS.

COURT OF CHANCERY.

(Before Vice-Chancellor MALINS.)

March 13th.—*Kershaw* v. *Acombe*.—On Mr. *Streeten* opening this case,

His HONOUR inquired whether it was this case which he had directed to be tried by a jury, in consequence of the conflict of evidence and on being informed that it was, his Honour inquired the nature of the present application.

The learned counsel replied that the object was to obtain copies of the shorthand writer's notes which had been taken by the other side, but which his client wished to have, and was willing to pay for.

The VICE-CHANCELLOR.—That seems a perfectly reasonable application. Surely it is not resisted.

Mr. *Macnaghten* said that the notes had been taken by his client at his own expense, and he did not think he was bound to give the opposite party the opportunity of knowing all that he had sworn.

The VICE-CHANCELLOR.—I think every one ought to have the means of knowing what took place in court if he desires it, and, therefore, I think the refusal highly unreasonable.

Mr. *Macnaghten*.—Then if that be your honour's opinion, my client will consent to the application.

The VICE-CHANCELLOR.—I think he acts properly in so doing, but as he has caused the expense of adjourning it, he must pay the costs of this application.

SPRING ASSIZES.

MIDLAND CIRCUIT.

DERBY.

March 9, 11, 12, 13.—George Edward Gee, John Cutts, and Robert Pocklington were charged with conspiring together and pretending that certain goods belonging to Samuel Ibbotson had been transferred by him to the said Robert Pocklington for good consideration, with intent to defraud Edward Peat and others.

The two first-named defendants are solicitors, practising at Chesterfield, and the other defendant is an innkeeper and contractor at Shapsbridge.

The circumstances which give rise to the prosecution have already been given at length in our columns.

Mr. *Overend*, Q.C., Mr. *Bristowe*, and Mr. *Beasley* appear for the prosecution; Mr. *Maule*, Q.C., and Mr. *Shepherd*, appear for Gee; Mr. *Digby Seymour*, Q.C., Mr. *Vernon Blackburn*, and Mr. *Tennant*, for Cutts; and Mr. *Fitzjames Stephen* and Mr. *Cave* for Pocklington.

The case for the prosecution having lasted for upwards of two days,

Several witnesses were called for the defence, who proved that Pocklington had taken a contract for the erection of waterworks at a place a mile from Stonelow, and that the possession of the farm would be of great advantage to him in carrying out his contract, and that the consideration for the transfer was £300, made up of the £20 check and the two bills for £280 above mentioned, which were all paid by him, although the latter sum does not seem to have found its way to Ibbetson.

Mr. *Overend*, Q.C., replied upon the whole case, and his Lordship summed up the case to the jury, who found all the defendants Not Guilty.

GENERAL CORRESPONDENCE.

THE LAW REPORTS FROM AN AMERICAN POINT OF VIEW.

Sir,—Perhaps your readers would feel curious to know the opinion expressed in an American legal periodical as to the merits of the "Law Reports." The periodical I refer to is "The American Law Review," and the opinion in question appears in some preparatory observations to "A Digest of the English Law Reports." The writer states that "all the cases published in the 'Law Reports'" are included in this digest. There are many cases which seem to possess little interest in this country; but it was thought best to enable the reader to make his selection for himself, and not to depend on the arbitrary judgment of the editors. *To bring all the cases within any reasonable compass, it was necessary to re-write all the head notes, which are often loosely constructed*, and to compress them into the smallest compass; a task attended with no little labour, but which it is hoped has been accomplished without any material sacrifice of clearness of precision."*

It is wonderful how much alike are the sentiments of Englishmen and Americans on some subjects! It is indeed interesting to observe what little influence zones and latitudes have on the common sense of mankind when their judgments are not wrapped by prejudice of any kind. I suppose common sense, like human nature, is the same everywhere. I am one of a large number of persons, all connected with the law, who find exactly the same faults with the "Law Reports" which this writer has pointed out. I have frequently heard the same opinions expressed in almost the same words by many members of both branches of the profession. Indeed, considering the number of worthless cases reported, one would think that the editors of the "Law Reports" acted on the same principle as the editors of the American Law Review, viz.:—that it was thought best to enable the reader to make his own selection, and not depend on the arbitrary judgment of the editors. In the absence of some such theory, it is difficult to understand how so many useless cases should have been allowed to appear. Or perhaps the editors may have occasionally thought fit to apply to the Law Reports themselves, the principle on which they profess to act in preparing the Weekly Notes, and thus provide the readers with cases of "ephemeral as well as of permanent importance."

I entirely concur with the American in his opinion about the head-notes; the only difference between us is, that I should apply the same remark more strongly to the body of the reports; and probably so would he if he had read them, which I suspect he has not, as it was not necessary for the purposes of his digest. But there is no doubt that the criticism has a peculiar applicability to head-notes; for they, instead of being diffuse and losely constructed, ought to be the very essence of concise precision and accurate condensation.

* I think it proper to say, lest I should be accused of unfairness, that no portion of the above extract appears in italics in the original.—L. O.

Let me not be misunderstood as to the objects of these remarks. I sincerely wish well to the *Law Reports* and the object they have in view, and it is partly for that reason that I wish to call attention to these defects. I should also say that I do not wish it to be understood that all the reports are open to the reproaches just mentioned, for some, indeed many, of them, are extremely well reported, and contain points well worthy of a reporter's attention. But others are, in my opinion, far below par.

LEGAL OBSERVER.

OUR INVADERS.

Sir,—As a member of the bar, I of course heartily endorse the complaint expressed in the letter of "A Citizen," in your last number, against any encroachment by solicitors or attorneys upon our privileges; but at the same time I most strongly condemn his suggestion to junior counsel to apply the *lex talionis* and punish trespasses on our dominions by an invasion of theirs, or, in other words, by dispensing with their intervention between counsel and litigant as required by the present established usage of the profession. I confess I have heard members of my profession, for whose judgment I entertain the greatest respect, express an opinion that the intervention of solicitors may well be dispensed with; but I know that it is an opinion by no means common among the members of the bar. I am myself strongly opposed to it, and my reasons are—first, the difficulty which would attend any attempt at combining the two functions; and, secondly, the inconvenience which would be the consequence of such an union, supposing it possible. As to the difficulty, perhaps it may aid the appreciation of it by the junior barrister to think that he would have, supposing the services of the attorney dispensed with, to take or authorise the taking of all those numerous steps now usually taken by attorneys during the progress of a suit or action, or other proceeding. I dare say there are few young barristers who have any accurate notion of what all these steps are. In fact, he would have to be educated (legally) over again before he could be expected to know them. But supposing he was sufficiently acquainted with them, then there is the awkwardness which would arise from his having to busy himself about doing all these things. I do not intend to say anything approaching to disrespect to solicitors and attorneys when I say that their business daily compels them to do things which would be somewhat inconsistent with, if not derogatory to, the dignity which at present attaches to the long robe. In fact, the two functions in the same individual would be æsthetically inconsistent with each other. In the language of Mr. Square, they would not accord with immutable rule of right and the eternal fitness of things. Let not my language be construed into anything offensive to attorneys or solicitors, for such is by no means intended. I do not mean to say that they have to do anything which a gentleman of the highest honour and respectability may not properly do; what I mean is, that the doing of them would not be suitable or becoming to a person whose profession imposes on him duties of an entirely different, and I would say, of a higher order. But it may be said, why could not a barrister, like many an attorney, do those things through a clerk or clerks? I confess there is something in this; but I think it is fairly answered by the consideration that, even in that case, it would be necessary for the barrister to exercise a supervision over his clerks, which would of course be as troublesome to him as it is to an attorney or solicitor; whilst the inconsistency above pointed out would be very little diminished. Indeed, I cannot help saying in conclusion that the principle of the division of labour was never better applied than to the respective duties of counsel and solicitors as at present fixed by the usage of the professions.

ADVOCATUS.

P.S.—I do not know whether the solicitor alluded to by "A Citizen" had any right to cross-examine before an examiner of the Court of Chancery, though I should have thought not. If he had not, I think the precedent should not be permitted to pass into a rule; and that such a thing will not be again permitted to occur.

I believe there is one case where a barrister may act without the intervention of an attorney, viz., he may be instructed to defend a prisoner by himself in person. I should be glad to know if there is any other case where the etiquette of the bar permits a barrister to be engaged professionally without an attorney or solicitor intervening. A.

[We quite agree with "Advocatus" as to the desirability of maintaining the functions of the two branches of the profession distinct. In fact, in the United States and the North American colonies, where that is not the case, the only result is that one member of a firm does the advocacy, another the administrative work of the office. How far that system would be beneficial to the bar those who are not sons or brothers of solicitors may judge.

As regards the question in the postscript, we believe that a barrister may, without any breach of etiquette, draw any man's will, and may further give any advice or opinion in non-litigious matters, or prepare any document which does not involve the use of the services of a law stationer or any other person than the barrister himself, but he must not employ any one other than himself—which clearly prevents his acting in ordinary conveyancing matters. It is stated by the late Mr. J. G. Phillimore, in his "Private Law among the Romans," that the Court of Queen's Bench have held that a barrister was entitled to accept a brief *in any case whatever* in any court direct from the ultimate client, where that client, having appeared in person, appeared in court and expressed his desire to be heard by counsel; but the Court, though declaring the legality of the practice, expressed their disapproval of it. The result would seem to be that a barrister *may*, if he *will*, do, without the intervention of a solicitor, everything now usually done by counsel, but that such a course would be highly reprehensible, and would be visited with the just disapproval of the bench, the bar, and the solicitors.—ED. S. J.]

WILLS ACT—LAPSE.

Sir,—I think in the case put by "A Student," in your last number, the posthumous child there mentioned would not prevent a lapse under the 33rd section of the Wills Act.

The issue (be it child or grandchild, &c.,) of any legatee is not within that section, unless such issue *be in existence at the time of the death of the legatee*. This is clear from the use of the word "leave," which implies, beyond controversy, that the issue must be living (or, what a statute of Will. 4 has made the same thing, *en ventre*) at the time of the death of the child or other issue of the testator, to whom a legacy is given. The use of the word "such" clearly restricts the benefit of the section to children or other issue of the legatee *left* by him at his death, and who are living at the testator's death.

I don't think the question put by your correspondent depends at all for its solution on whether the word issue means a child or remoter descendant of the legatee, for even supposing here that it does extend to a grandchild, it is necessary that such grandchild should have been living at the death of Thomas, the legatee, and son of the testator.

I think there can be little doubt that the word issue extends to grandchildren, &c., as well as to children. If your correspondent will take notice of the opening words of the section he will see that the words are, "If a child or *other* issue of the testator, &c." Now I think it pretty clear from this that the person who drew this section thought that a man may have *other issue than a child;* and that therefore a grandchild would come within that designation. If, therefore, the grandchild of the legatee in the case put, had been alive at his (legatee's) death, he would have been entitled to the benefit of the section; but as he was not, and as it is only *such* issue of the legatee as were *left* by him at his death, that will save the bequest from the lapsing. I am clearly of opinion that the legacy would lapse for the benefit of the next of kin of the testator. I am fortified in this view of the case by the opinion expressed by the able author of Hayes' Introduction to Conveyancing. See 4th Edition, page 340.

JURISCONSULTUS.

In answer to your correspondent "A Student" it would seem that the case he puts is not distinguishable from the facts in the case *In the goods of Jane Parker*, 35 L. J. Prob. 8. In that case Sir C. Cresswell held, relying on the observations of Wigram, V.C., in *Winter* v. *Winter*, 5 Hare, 313, that the issue living at the death of the testator need not be the same issue as was living at the time when the legatee died in order to exclude a lapse under section 33 of the Wills Act. The legacy, however, would not necessarily go to the sons of Thomas, as your correspondent seems to take for granted, but would be the property of the original lega-

tee. This point was also decided by Sir C. Cresswell in the same case, following a decision of Wigram, V.C., in *Johnson* v. *Johnson*, 5 Hare, 157. The 33rd section does not substitute for the predeceased legatee the issue, whose existence is the event or condition which excludes the lapse, but renders the subject of the gift the absolute property of the predeceased legatee, and therefore disposable by his will, notwithstanding his death in the lifetime of the testator. As was said by Wigram, V.C., "The existence of the issue, I think, was the motive of this provision of the Legislature, but the issue was not the object of it."

Shotley Bridge. JOHN BOOTH, Jun.

Sir,—I agree with the conclusion of "F. B." in answer to the query of "A Student," but I think the steps by which he arrives at it seem to me worthy neither of a lawyer nor a logician. In stating the conditions which are necessary to prevent a lapse he is guilty of two errors—by omitting one of them altogether, and by entirely mis-stating two others. He makes the conditions to be:—First, if the object of bounty be the child or other issue of the testator; secondly, if his interest be one not determinable at or before the testator's decease; and, thirdly, if the object of bounty have issue living at the testator's death.

Now the third condition is partly mis-stated and most imperfectly given by omitting another condition, which should be given in conjunction with it, viz., if the object of bounty should die in the testator's lifetime *leaving issue*, AND *such issue* should survive the testator. I shall presently point out the importance of the omission. As to the second condition, as above stated, I would suggest to your learned correspondent to look into the section, and I think he will find that the interest is to be an interest not determinable at or before the death of the *legatee* or *devisee*, and not of the *testator*, as he has stated. But I think there is another slight mistake which he makes in assigning the reason why the legacy has, in his opinion, lapsed. He says that the third condition has not been fulfilled, viz., that the object of bounty had no issue living at the testator's decease; and his reason for this is that the son of Thomas would be the "issue of issue, and not the issue of such person." This is very learned nonsense. Why, the issue of the issue of a person is the issue of that person. Otherwise, what is the meaning of the words *other issue* in the first condition above stated?

As I said, I hold that the bequest here lapsed, and my reason is that at the death of the testator there was no issue of the object of bounty *who had been left by him at his death*. According to the question, the grandson of the legatee was not born until long after the legatee's death. This is not stated in so many words, but is gathered from the way in which the case is stated. LEX.

[We think the whole argument of all these learned writers much overstrained. The object of the Legislature was to prevent the intention of testators, who, in providing for their own children, were presumed to desire to provide for the *families* of those children, from being defeated by lapse, and this object applies equally whether any such family be, at the time of the testator's death, represented by a child or other issue of the legatee. We think, therefore, that "any such issue" means, not "any of the particular children or other issue who are living at the death of the legatee," but simply, "any issue of the said legatee so dying."—Ed. S. J.]

Sir,—In answer to the letter of "A Student," in your number of February 23rd, I beg to state my reasons for thinking the opinion of "F. B.," in your number of the 2nd inst., wrong, and that the bequest does not lapse. I agree with you that the words "other issue" clearly show that issue did not mean children in the first part of the section, and that it may be taken in the same sense in the subsequent clauses. But we are not left in doubt on the point, for in 1 Jarm. last ed. 327, 328, the case of *In re Parker*, 1 Sw. & Tr. 523, is cited, in which it was held that the issue living at the testator's death need not be the same as that living at the death of the devisee or legatee, the intention of the section being that *any* issue of the devisee or legatee being alive at the testator's death would prevent a lapse; and, in that case, the object which was held to prevent a lapse was the *very* object whose existence "F. B." thinks would not prevent it, viz., a grandchild of the legatee whose parent was dead. LL.B.

MIDDLESEX REGISTRATION ACT.

Sir,—For many years past the 11th section of the Middlesex Registration Act (7 Anne, c. 20) has been ignored, and the registrars have charged fees greatly in excess of the sums to which they are entitled under the above-mentioned section.

It ought to be generally known amongst the profession that the statutory fees are accepted at the Middlesex Registration Office from persons who refuse to pay more, whilst of persons who are ignorant of the proper scale the excessive fees are still demanded and taken.

You will confer a great favour on the public by calling attention to this matter, and, for the present, I forbear to make any comment upon the facts. TORT.

THE SUFFRAGE QUESTION.

Sir,—I may, I believe, without impropriety, say a few words in your Journal as to the *Suffrage Question*. This I propose to do, not as a party politician, but as a lawyer and a citizen. It is now, I believe, conceded by all parties that an extension of the suffrage is requisite to preserve a balance of power in the House of Commons. This being so, the question arises—What is the proper qualification for voting? and this is what I now propose to deal with. It is suggested, I believe, by Mr. Stuart Mill, that all classes—both male and female—should have the suffrage. An extended measure like this would, as I fear, be injurious to the constitution of this country. We must not overlook the fact that our present state of civilisation is only partial and imperfect. The rental system and the rating system are both objectionable, as is, I believe, pretty generally acknowledged. It seems to me that the two following suggestions may help in the consideration of this question, viz:—

1. A year's residence as a householder or a lodger.
2. The payment of a given sum in taxes—say income-tax.

The first thing is to get at a sound principle, and to look at this without results on either side. It is, I think, to be regretted that this has not been done by resolution as a matter of convenience, though novel. This is, however, with the Legislature. My suggestions have been communicated to Mr. Disraeli and to MR. BEALES, and I now give them publicity in your Journal. This I do with great deference. My apology is, that in early life I gave considerable attention to the principles of what was called the "Peoples' Charter." Maturity of age has somewhat modified my views. Bribery should, as I suggest, be made a criminal offence—both on the part of the voter and the candidate. This is, I believe, Sir F. Kelly's view. Indeed, I suggest that a conviction of any criminal offence should take away—or at least suspend—the right of voting. These are matters of detail. What I immediately seek is to get the question of qualification considered. It is of the greatest importance that present legislation should be based on a sound principle, and the peace of this country calls for this as well as its prosperity. Whether these suggestions attract attention or not, I shall have discharged my personal duty. The "love of country" is not yet extinct in an Englishman's bosom.

J. CULVERHOUSE.

[The extreme difficulty of keeping such a question clear of party politics has led us to preserve a strict silence on the point: more especially as no scheme which seems to us thoroughly satisfactory has been proposed. We think that a pamphlet lately issued by a Mr. Stanley, apparently an artizan, contains, amid much absurdity of rhetoric and some objectionable matter, the most rational proposal we have seen.—ED. S. J.]

Sir,—I fear your correspondent "A Managing Clerk," like the archbishop in "Gil Blas," has had a touch of apoplexy since his former communication. His letter in your last number evidences a total loss of any force which he may formerly have exhibited, and a corresponding increase of incoherence and vacuity. I think any one who has read your correspondent's letter will appreciate my meaning. At all events, I think the following passage, taken from his letter, will fully illustrate it. Referring to my letter he says:—"It is curious, too, that this debate answers your correspondent's next argument. There was a general complaint that too many appeals are open to a litigant, *and yet* your correspondent says 'that a dissatisfied litigant would be unlikely to pay the same deference to the decision of one common law judge as if the united opinions of four judges

were against him.'" It was proposed in the debate that but one appeal should be permitted, and the Exchequer Chamber got rid of," &c. I have italicised the words "and yet" in the above passage in order to call attention to them, and I will ask—Does any of your readers see the force of the antithesis implied by them, or how my opinion has been confuted, either by the "general complaint" referred to, or by anything which passed in the debate? If your correspondent himself sees it, I think he must see with lights such as are not generally bestowed on other men. I am by no means opposed to the abolition of the Court of Exchequer Chamber, or rather the limiting of dissatisfied litigants to one appeal. But I consider it perfectly consistent with that, that the court or courts, from which this sole appeal would be, should be such as to inspire the utmost confidence; because, otherwise, almost every case would go to the Court of Appeal. I think, therefore, so far from the position quoted by your correspondent from my letter being repugnant to the suggestion of abolishing intermediate courts of appeal, it would seem a very natural corollary to it for the above reason, and also because the Court of Appeal ought not to be called on to settle questions which have not previously undergone the most searching investigation by a tolerably numerous tribunal. Your correspondent kindly admits, though I have no doubt, after long deliberation, that four heads are better than one. You, sir, have intimated pretty clearly a decided leaning to the same view. I therefore take it, as allowed on all hands, that the result of a judicial investigation, where four judges preside, will be more satisfactory than where only one presides. And I think it important, for the reasons above given, that such an investigation should always precede an appeal to the final tribunal.

Your correspondent asks if I ever heard of Campbell's Reports. I think this question is scarcely courteous. However, I am ready to give him all the information in my power. I therefore assure him I have heard of Campbell's Reports, and have, moreover, frequently referred to them. I have also often heard of, and referred to, Espinasse's, Foster & Finlason's, Starkie's, Moody & Robinson's, and Carrington & Payne's Reports. I dare say your correspondent has *heard of* them also, though it may perhaps be possible that he was not aware they were Nisi Prius reports. And he certainly does not know—and seems determined not to believe—that none of these reports are regarded as of equal authority with reports of decisions *in banco*, for the reason that they are reports, however trustworthy, of the decisions of only one judge as a general rule, and pronounced under circumstances tending to weaken faith in their accuracy. Your correspondent says that the fact of four common law judges so often sitting together makes each doubtful of relying on his own powers; and he goes on to say that Sir Roundell Palmer made use of that fact (?) as an argument why so many should not sit together. Now, when your correspondent's letter was published, I had read the debate referred to, and could not remember having seen this argument in Sir R. Palmer's speech. I therefore read it over again, but I could not find that he made use of it in any part of his speech. However, perhaps it may have been omitted in the report I read, which was that given in the *Standard*.* But it seems to me that the argument savours of apoplexy, and is very unlikely to have proceeded from Sir Roundell Palmer; but, if it did, I shall beg your correspondent's pardon, and shall, in that case, think Sir Roundell has had an attack also.

Your correspondent, however, introducing some expressions of mine about the immature character of Nisi Prius decisions, amid a fretwork of inverted commas, accuses me of indirectly paying a bad compliment to the Vice-Chancellors. Any one who reads my letter can see that the *test* which I said might be applied to the argument drawn from the fact that one equity judge decides important matters, was the advantage of the combination of intellects and the diminution of the chance of infallibility from their separation. The word "ill-considered" had exclusive reference to the reports of decisions at *Nisi Prius*. LEX.

SEAGRAM *v.* KNIGHT.

Sir,—In this case (reported 15 W. R. 477) it is stated in the premises that the grandfather died leaving the father the heir-at-law, that the father died leaving defendant executor. Would not the plaintiffs claim for the timber felled have been personal on the grandfather and the latter's executor, and not his heir, liable for the waste committed? It may have been that there was no personal estate of the grandfather at the time of the bill, in which case I presume his real representatives would have been liable. But it seems rather contradictory that the *executor* of the grandfather's *heir* should have been made defendant.

I should be glad to see any remarks of yourself or of any of your correspondents on the subject. A. E.

* It does not appear in the report since published as a pamphlet.—ED. S. J.

APPOINTMENTS.

JOHN MILLAR, Esq., Advocate, to be Solicitor General for Scotland, *vice* Edward Strathearn Gordon, Esq., now Lord Advocate.

EDWARD WALLACE GOODLAKE, Esq., to be Police Magistrate for the colony of Hongkong.

Mr. LUCIUS H. DEERING to be one of the official assignees of the Court of Bankruptcy in Ireland, *vice* Mr. Murphy, resigned.

JAMES ALLEN, of No. 8, Old Jewry, in the city of London, Gent., to be a London Commissioner to administer oaths in Chancery.

FREDERICK ROLT, of No. 4, Skinner's-place, Sise-lane, City, Gent., to be a London Commissioner to administer oaths in Chancery.

CHARLES BAKER, of No. 11, Sackville-street, in the county of Middlesex, Gent., to be a Perpetual Commissioner for taking the acknowledgments of deeds by married women, under the Act passed for the abolition of fines and recoveries, in and for the county of Middlesex, the city and liberties of Westminster, and the city of London.

Mr. WILLIAM FARNFIELD, solicitor, of Parson's-hill, Woolwich, to be a Commissioner to administer oaths in Chancery.

Mr. HENRY STEWART CUNNINGHAM, M.A., of the Home Circuit, barrister-at-law, to be Advocate and Legal Adviser to the Government of the Punjab. Mr. Cunningham was called to the bar at the Inner Temple in Trinity Term, 1859.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Monday, March 11.

DUTY ON DOGS BILL.

This bill was read a third time and passed.

Tuesday, March 12.

RAILWAY COMPANIES ARRANGEMENTS BILL.

Mr. FILDES asked the Vice-President of the Board of Trade whether the second reading of this bill, which stood on the orders of the day for Monday, the 29th of April, was certain to be moved on that day.

Mr. S. CAVE.—This bill was postponed to a distant day in order to give the Government and the country ample time to consider the intricate question of railway legislation. The opinion of all parties will doubtless be guided very much by the proceedings of the debenture-holders' committee, by the Royal Commission, and by other circumstances to which I need not advert. If the hon. member will kindly repeat his question a few weeks hence, I shall probably be able to give him an answer.

CAPITAL PUNISHMENT BILL.

In answer to Mr. EWART.

Mr. WALPOLE consented to postpone the second reading of this bill until Monday, when he hoped to state the day on which it would be proceeded with.

Wednesday, March 13.

METROPOLITAN POOR BILL.

The amendments in this bill were considered, and the bill was ordered to be read a third time to-morrow.

CRIMINAL LAW BILL.

Some progress was made in committee with this bill. A few unimportant amendments were made in it, a motion by

Mr. HUNT to omit the clause which empowers judges in certain cases to pay the expenses of witnesses for the defence, being rejected by 93 to 64.

LAW OF LIBEL BILL.

The second reading of this bill was moved by Sir C. O'LOGHLEN, Q.S., who explained that its main principle is to make the speaker of libellous matter at a public meeting liable, and to relieve from liability the publisher of a faithful and accurate report of a libellous speech, unless he shall refuse to publish an explanation.

The SOLICITOR-GENERAL gave a general assent to the principle of the bill, though thinking that in some respects the excessive powers proposed to be given to the press would require consideration.

Mr. NEWDEGATE opposed the bill which Mr. C. BUXTON supported.

The COMMON SERJEANT remarked that no case of grievance had been made out for the bill, and inculcated the necessity of great caution in relaxing the securities under which the press enjoyed its present liberties.

Mr. ROEBUCK, Q.C., supported the bill.

After some observations from Mr. BAINES, Mr. HENLEY, Sir G. BOWYER, Mr. SYNAN, and Mr. MILNER GIBSON, the bill was read a second time, and, on the suggestion of Mr. WALPOLE, was ordered to be referred to a select committee.

Thursday, March 14.

METROPOLITAN POOR BILL.

This bill was read a third time and passed.

BANKRUPTCY AMENDMENT BILL.

The ATTORNEY-GENERAL brought in three bills for the amendment of the Law of Bankruptcy,. He proposed to adopt unreservedly the recommendation of Mr. MOFFAT's committee, and to allow creditors to appoint a trustee for the management of an estate; the adjudication to be made before the Registrars, and proofs of final examination and discharge by the County Courts, with an appeal to the Lords Justices. On the question of discharge he proposed to follow the principles of the old Insolvent Debtor's Court, and to give the Court discretion to make the future property of a bankrupt liable to a limited extent, unless he had paid a dividend of 10s. in the pound.

Mr. GOSCHEN signified a general approval of the bill.

The scheme was criticised, and various suggestions were offered by Mr. MOFFATT, Mr. AYRTON, Mr. MONCREIFF, Mr. FAWCETT, Mr. Alderman LUSK, Mr. VANCE, and Mr. NORWOOD.

BANS OF MATRIMONY.

In answer to Mr. MONK the ATTORNEY-GENERAL said that this subject was under the consideration of the Government, but the course to be taken had not yet been decided upon.

TRADES' UNIONS BILL.

The Earl of BELMORE proposed an amendment, that if the district commissioners declined to conduct the local inquiry themselves, the Secretary of State might appoint three persons, to consist either of the Commissioners, of barristers of not less than ten year's standing, or both, to do so.

After a few words from Lord CRANWORTH, Lord WHARNCLIFFE, Lord St. LEONARDS, and Earl GRANVILLE, the House went into committee, the proposed amendments were agreed to, and the bill as amended was reported to the House.

SCOTLAND.

BARON COLONSAY.

Scotland and the Scottish bar have had honour conferred on them by the elevation of his Lordship to the House of Peers. The chief object which the Goverment had in view was to strengthen the judicial element in the House of Lords and the selection of Lord Colonsay as a contribution to that strength is a recognition of our country's right to be represented in that august tribunal. But farther, as was said by the Dean of Faculty, we would regard Lord Colonsay's removal from among us as the culmination rather than as the termination of his career; and it is impossible to overestimate the great advantage which must attend the presence of his Lorship in the Court of last resort—an advantage which will not be confined to those concerned in Scotch appeals, but will be shared also by English and Irish suitors; because if Lord Colonsay was distinguished as a Judge in one department more than another, it was as what the English call an Equity Judge in contradistinction to a Common Law one. One other alleviating circumstance is that the chair just vacated has been filled by the person beyond all doubt best qualified for the office. The eminent position which Lord Glencorse occupied at the bar, and the experience which the country has already had of his qualifications as a Judge, lead us to believe that in his person we have secured a worthy successor to the late Lord President.—*Scottish Law Reporter.*

THE SOLICITOR-GENERAL.

On Friday, 10th inst., there was a full meeting of the Court of Session to receive the commission of the new Solicitor-General. The usual formalities having been gone through, Mr. Millar was invested in the silk robe, and took his seat on the left of the table. By the appointment of Mr. Millar to the office of Solicitor-General, a vacancy is created in the ranks of the advocates-depute, which has been filled up by the appointment of Mr. Roger Montgomerie, now advocate-depute in the Sheriff Courts, in which office he is succeeded by Mr. Robert Lee.

IRELAND.

COMMON LAW PROCEDURE.

The law officers for Ireland have a tough job on hand. They have brought in a bill to amend the pleading, practice, and procedure of the Courts of common law in Ireland. This bill occupies no fewer than 117 printed folio pages, and contains 380 clauses and 56 schedule clauses. This is the forty-eighth bill which has been introduced into the Lower House during the present session.

REMARKABLE JUDICIAL QUALIFICATION.

It is rumoured that two or three of the Dublin stipendiary magistrates are about to resign; in fact, one of them, Mr. Wyse, has already sent in his resignation. The *Dublin Mail* makes the remarkable announcement that in these appointments the peculiar qualification is imposed by law that the magistrates shall be *briefless* barristers of ten year's standing.

THE CROWN SOLICITORSHIPS.

The arrangements for the vacant Crown Solicitorships have now been confirmed. Four districts have been formed, not as originally announced. They are distributed as follows:—Mr. Parkinson, to Louth and Monaghan, salary £600 a-year; Mr. Kilkelly, to Armagh, £400 a-year; Mr. Murland, to Down, £600 a-year; and Mr. Greer, to Antrim, £600 a-year.

THE "PEASANT PROPRIETARY."

The advocates for facilitating the sale of land in Ireland in such moderate lots as might prove within the means of all who could manage by industry and frugality to cultivate them with effect, may be gratified to learn that this process is already going on to a very considerable extent. By a Parliamentary return just issued it appears that, among the sales of land effected in 1865 and 1866 by the Irish Landed Estates Court, 117 were of ten acres and under, forty-six between ten and twenty acres, and 108 between twenty and fifty. And these were in addition to a vast number of sales including houses with small plots of land (sometimes not very small) attached to them.

THE SPECIAL COMMISSION.

The judges to preside at the Special Commission in Dublin are the Right Hon. the Lord Chief Justice, the Right Hon. Mr. Justice Fitzgerald, and the Right Hon. Baron Deasy.

PARTNERSHIP ACCOUNTS.—It is a somewhat curious fact that, if the numerous partnership accounts which were directed to be taken during the time of the Masters in Chancery, not one scarcely was ever concluded; but the parties having fought each other for years, at length came to a compromise; and thus an end was made of the struggle.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF PENNSYLVANIA.—McCALLUM v. GERMANTOWN WATER COMPANY.

The right of a riparian owner to immunity for the pollution of a stream of water, under the claim of prescriptive user, requires to be strictly proved, and he cannot pollute it to any greater extent than his proof shows to have been done at the commencement of the twenty-one years.

A court of equity may adjudge that a nuisance exists, and that injury has accrued from it, and decree an injunction against it without a trial by jury.

The Germantown Water Company was incorporated under the 18 and 19 sections of an act of Assembly, passed the 29 March, 1851 (P. Laws, p. 295), whereby the president and managers of the company were authorised to purchase and hold in fee simple or for any less estate, any springs or streams of water, or water powers near to the said borough, or any lands, tenements, or hereditaments, to which any such spring, &c., may be appurtenant, and to convey the said water into the said borough aqueducts, in such manner as they shall deem most advisable and convenient; and should they find it necessary, to provide proper cisterns or reservoirs for the reception thereof, with all the necessary powers for supplying the borough with water. They are also authorised to erect fire plugs or hydrants to be used for extinguishing fires in the said borough. Any person wilfully destroying, or injuring in any manner any of the works belonging to the company, or wilfully corrupting, or otherwise rendering unwholesome the springs, &c., or in any way polluting or rendering noxious or offensive the said water, to forfeit and pay a sum, not less than five or more than one hundred dollars, recoverable as therein mentioned.

The said company was duly organised under the said charter, and purchased a tract of land upon both branches of Crab Creek or Paper Mill Run, and erected thereon works. The said company at great expense, erected a collecting dam across the said creek, and built a reservoir at Mount Airy.

The sources of supply to the dam are principally from Paper Mill Creek and its tributaries. Paper Mill Run rises south of Allen's-lane and above defendant's factory, and is of very little importance until increased by the streams flowing into it below the factory. The main stream itself being directed from its regular course by a race to defendant's mill, which is between one and a-half and two miles above the dam. The character or quality of the water supplied by the tributaries to the main stream, three or four in number, is perfectly clear and sweet both to taste and smell, and so is the water of the main stream above the mill.

The iron piping put down at the expense of the water company to supply its consumers is twenty-one miles in length; the number of dwellings supplied is six hundred and eighty-one, which at six persons to a house, gives the population supplied with water at over four thousand persons, besides thirteen factories.

It was established that the water of the main stream and its tributaries are naturally sweet and clear, and fit for drinking and all domestic purposes; and that if polluted or unwholesome it was entirely owing to the defendant's factory. And further that there was from 1851 to 1861 no such impurity found in the water at any time, that was not removed at the water works without difficulty, before it was distributed to the consumers, but that after that period it became permanently impure and offensive, both to the taste and smell, and entirely unfit for drinking, until the preliminary injunction was granted by the Court in 1863, and that from that time it had continued to be sweet, pure, wholesome drinking water.

In 1862 the company filed their bill against McCallum in the equity side of the Court of Common Pleas of Philadelphia for an injunction against continuing the pollution. The defence was that there was no pollution, and if there were, it was not caused by the plaintiff's factory, and there therefore remains only the last, that the pollution in 1861, 1862, and 1863 was sanctioned by prescription.

Such a prescription to render running water unfit for drinking and domestic purposes, by a riparian proprietor below you, requires the strictest proof of its existence. The rule is an universal one, that no man has a right so to use or apply water flowing through his land, as to foul the same, or render it corrupt or unhealthy, and unfit to be used by the land owner on the stream below him for domestic purposes. "It is a principle," says Judge Rogers, "of the common law, that the erection of any thing in the upper part of a stream of water, which poisons, corrupts, or renders it offensive and unwholesome, is actionable, and this principle not only stands with reason, but it is supported by unquestionable authority, ancient and modern." Each riparian owner has a right to a reasonable use of the stream, which of course will be judged with a regard to public convenience and the general good. It has been said that this doctrine may prove injurious to the manufacturing establishments which are rising so rapidly in this country. I do not think so, but if it does, that is no reason why private rights should be infringed. Although it may be a strong reason for legislative interference, in providing a mode by which compensation may be allowed to those whose rights may be affected by an establishment in which the public may be interested." *Howell* v. *McCoy*, 3 Rawle, 269.

If, therefore, an upper riparian proprietor claims the right to pollute the stream by prescription, or a user of twenty-one years, by analogy to the Statute of Limitations, he cannot pollute the water to any greater extent than it was polluted at the commencement of the twenty-one years. That is to say, if the pollution at that period was slight, or not injurious to any extent, he cannot at any time within that period increase it five or ten fold, so as entirely to destroy the water for drinking and domestic purposes. The right must be measured by the enjoyment, and it gives no right to use it in a different and more extensive manner. The real defence of the defendant, as appears by his answer, and the testimony produced in his behalf, is that he had a prescriptive right gained by uninterrupted user, to pollute Crab Creek in the manner and to the extent complained of in the years 1861, 1862, and 1863. The injunction was granted on the 16th February, 1863, and the security approved on the 14th November. The answer was filed on the 16th January, 1864, and the replication on the 29th of the same month, and on the 13th February, on motion of the defendant's counsel, an examiner was appointed, who made his report on the 6th October, 1865; and on the 30th December in the same year, the final decree was entered, making the injunction perpetual, after a most careful and deliberate consideration of the whole case.

There appears originally to have been an old oil mill, which Mr. Clemens, in the war of 1812, tore down; he built a stone factory, where he commenced manufacturing woollen goods. On the 24th September, 1825, William Jones purchased the property from Mr. Clemens, and carried on the same business until he reconveyed it to Mr. Clemens on the 22nd July, 1828. From that period until the purchase by Andrew McCallum, on the 18th November, 1831, the same business of woollen manufacturing was carried on by Clemens or other persons occupying the factory. Mr. Jones manufactured woollen flannels, woollen yarns and satinets, and he discharged the refuse waters into Paper Mill Run. He used the water and horse power to run the mill, but on account of the scarcity of the water in the run, he could not do work enough to make it pay.

After Mr. McCallum purchased, he and his partners continued the making rugs, and introduced carpet making, and the mill was used as a carpet mill until 1861; and druggets, blankets, flannel, and stair cloths were made, when they thought they could do so to advantage. After 1862 the mill was run on making blankets, sometimes full and sometimes slack. Blankets are woven in the grease, and scoured in the web; and in scouring they use soda ash and soap. The blankets were made for the army, under two contracts, the first beginning in September, 1861, and the second in September, 1862, when they re-commenced making army blankets under a contract directly with the United States.

The analysis by Professor Booth and Mr. Huston in 1852, shows the water to have been pure and fit for drinking, although not so good as the Schuylkill. The analysis in December, 1862, by Mr. Garrett, a partner of Professor Booth, shows a very large increase of organic matter contained in the water of the Germantown Waterworks, which he considered exceedingly objectionable. "I would say decidedly objectionable, I like that word better. A few weeks after the injunction was granted, the water improved, and I have been using it ever since."

The defendant appealed.

Judgment was delivered by

REED, J., after stating the facts, and that the defence to these proceedings rested on the evidence, he said:—Previous to 1861 the water was fit for drinking and all domestic purposes, and every precaution had been adopted at the works of the company to exclude all impurities. There was, therefore, no right gained by user to pollute the water so as to unfit it for drinking before that period, the actual pollution afterwards is unprotected by prescription, and was simply both a public and a private nuisance. This is the true view as appears by the large number of consumers, who never would have taken it if it had been unfit for drinking and domestic purposes.

Chief Justice Erle says, in *Smith* v. *Thackerah*, 14 W. R. 833, "Where there is an actionable wrong, such, for instance, as a person stepping on another man's land, or a returning officer refusing a vote tendered to him, or an interference with the flow of water to which a man is entitled, it is not necessary to prove pecuniary damage." But in this case there is an interference with a flow of water, affecting vitally a whole community, and particularly in the advent of cholera, which may be caused, and will be certainly aggravated by the use of foul or impure water.

The subject of the pollution of rivers and streams is attracting great attention in England, and very important cases in relation to it have been before the English courts, the most striking and instructive of which is *Goldsmid* v. *The Tunbridge Wells Improvement Commissioners*, decided by the Master of the Rolls on the 24th November, 1865, 14 W. R. 92, and affirmed on appeal by the Lords Justices on the 24th March, 1866 i(d. 562).

The case of *Elmshurst* v. *Spencer*, 2 M. & G. 45, was decided in 1849, and the syllabus, which is a fair representation of the decision of Lord Cottenham, is in these words, "A court of equity will not exercise its jurisdiction by injunction at the instance of an individual against an alleged nuisance without a previous trial at law, or without its being clearly proved that the plaintiff has sustained such substantial injury as would have entitled him to a verdict for damages in a court of law." The last clause using the very language of the Lord Chancellor in a condensed form. By the Acts of 15 & 16 Vict. c. 86; 21 & 22 Vict. c. 27; and 25 & 26 Vict. c. 42, the Court of Chancery can no longer send a case to be tried at law: *Re Hooper's Estate*, 10 W. R. 130.

"We suppose it well established as a rule of chancery," says C. J. Shaw, "that on a hearing an issue to try a matter of fact will be ordered or not according to the sound judicial discretion of the court:" *Ward* v. *Hill*, 4 Gray 595; see also *Crittenden* v. *Field*, 8 Gray, 626. In a controversy about matter of fact the Court of Chancery, if it have jurisdiction, may direct an issue to try the fact by a jury, although a verdict is not perhaps indispensable, and the Court might itself find the fact. The Court directs an issue for the better information of its conscience. If fully satisfied as to the evidence they will not send it to a trial at law," per Parker, C.J., in *Toppan* v. *Evans*, 11 N. Hamp. 311. In *Black* v. *Lamb*, 1 Beasley's N. J. Ch. 113, Chancellor Williamson said, "Certainly no appeal would lie from an order of the Court directing an issue, or for refusing one on the application of either party." The whole is a matter of judicial discretion, and the tendency of modern times is opposed to the increased length of litigation caused by the practice of directing issues: *Bisselt* v. *Johnson*, 2 Green Ch. R. 417, 1836; 2 Daniel's Ch. R. 1086, Perkins' 3rd Am. Ed. 1865.

The case of *Holsman* v. *The Boiling Spring Bleaching Company*, 1 McCarter's Ch. Rep. N. J. 335, in a case on all fours with the one before us, shows the settled practice of the Court of Chancery of New Jersey in such cases. The injunction asked for and granted on final hearing was to restrain the defendants from polluting a stream of water which ran through the plaintiff's land, by emptying into it the chemicals and other noxious substances used by the defendants in their bleaching operations.

"Every owner of land," said the Chancellor, "through which a stream of water flows is entitled to the use and enjoyment of the water, and to have the same flow in its natural and accustomed course without obstruction, division, or corruption. The right extends to the quality as well as the quantity of the water. The Court of Chancery has a concurrent jurisdiction with courts of law by injunction equally clear and well established in cases of private nuisance, and it is a familiar exercise of the power of the Court to prevent by injunction injuries to water courses by obstruction or diversion." "It is urged that the right of complainant is not clear, and must, therefore, be first established at law before an injunction will issue. Where the complainant seeks protection in the enjoyment of a natural water course on his land, the right will ordinarily be regarded as clear, and the mere fact that the defendant denies the right by his answer, or sets up title in himself, will not entitle him to an issue before the allowance of an injunction."

After stating the claim of right to pollute the stream as far back as 1814, by the establishing a mill on defendants' premises used for fulling, dyeing, and sawing, the Chancellor continues "But admitting the fact to be clearly established that a fulling and dyeing mill and saw mill were upon the premises as early as 1814, and were continuously used for twenty years, it does not sustain the claim of an adverse right set up by the defendants. The existence of the defendants' mill, or the discharge of dyeing materials or drugs into the stream on the defendants' lands, constitutes no injury to the complainants if their usufructuary right to the stream is not interfered with. The defendants have a right to use the water upon their own soil in such manner as they may deem for their interest, provided they discharge it upon the soil of the complainant in its accustomed channel pure and unpolluted. They can, therefore, acquire no right by prescription until they show that the acts which are claimed to constitute the adverse user injured the complainants, and gave to them, or those under whom they claim title, a right of action.

The very ground of title by adverse enjoyment is that the party against whom it is set up has so long permitted the adverse enjoyment, and failed to vindicate his rights, that the presumption of a grant is raised. But there can be no such presumption, and consequently no title, by adverse enjoyment where no violation of a right is shown to exist. Thus, where an action is brought for overflowing the plaintiff's land by backwater from the defendants' mill dam, it establishes no title by adverse enjoyment to prove that the defendants' mill has been in existence over twenty years, or that the dam has been in existence for that period. The question is not how high the dam is, but how high the water has been held, whether it has been held for twenty years so high as to affect the land of the plaintiff as injuriously as it did at the time of the action brought."

These large extracts from this very valuable opinion of Chancellor Green apply directly to the present case, and dispense entirely with any laboured vindication of the action of the Court below, which is one of both law and equity, presided over by the same judges, who, of course, are competent to decide any question of law, and who, if they deemed an issue to try a fact necessary, would be the tribunal to try it.

The judges of the Court of Common Pleas being judges both in common law and equity, and the same being true of the judges of the Supreme Court, whether sitting in Banco or at Nisi Prius, who have remodelled their equity rules upon the improved practice of the English Court of Chancery, there can be no reason, in a plain case like the present, where there is no actual dispute either of law or fact, why it should not be finally decided by this tribunal upon the case before them.

Decree affirmed and appeal dismissed at the costs of the appellant.

UNITED STATES SUPREME COURT.—W. H. BROOKS ET AL *v.* THE "PROPELLER RESCUE."

This was a suit for seaman's wages. The libelants, through Mr. Langtree, their counsel, filed their libel and issued process of attachment against the *Rescue*, in the first instance, without issuing a summons or obtaining a commissioner's certificate, or filing security for costs, and she was seized by the United States Marshal thereunder. A few days afterwards the owners, through Mr. McCarthy, their counsel, obtained an order requiring the libelants to show cause before Judge Betts, on the next day, why the attachment should not be vacated, or security for costs be filed. On the hearing before Judge Betts the libelants' counsel claimed that as the libel contained an averment that the libelants were not required to, and did not, sign shipping articles, they were not bound to proceed, according to the Act of 1790, issue a summons, and obtain a certificate, but might proceed under the old Admiralty rule, which excuses seamen and sailors from filing security for costs in the first instance, and that the Court will not require seamen to file such security unless

the owners show adequate cause on proper notice, which they have not done, and cannot do, in this cause, and that to require seamen to file security for costs would, in many cases, have the effect of depriving them of their hard earnings—seamen, as a class, being poor, absent from their homes, and unable to give such security. After carefully considering the law and practice on the subject, Judge Betts held, in a written opinion, that before the Court will require seamen to file security for costs the owners must show adequate cause on proper notice, which he held they did not do in this case, and he, therefore, denied the motion. The owners then filed their claim and answer, and renewed their motion before Judge Shipman, who, after hearing the respective counsel, held that although the notice was sufficient on this occasion, the owners failed to show adequate cause, and he also denied the motion, and ordered the parties to proceed to trial on the merits at the present term of this Court. John Langtree for the libelants ; E. D. McCarthy for the owners.

Law of Divorce.

Divorce seems to have become sufficiently easy in Chicago. In the *Tribune* of that city there is a report of the case of *Minnie Schultz* v. *Karl Schultz*, which was a suit for divorce on account of adultery. The defendant pleaded guilty, and a decree to the wife was given at once. The entire legal process occupied, from the time of the filing of the petition, less than three hours, and the entire expenses amounted to ten dollars (£2 2s.).

SOCIETIES AND INSTITUTIONS.

THE LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday evening last, Mr. Hunter in the chair, the question discussed was No. 385, legal—"A. enters into an oral contract (not binding under the Statute of Frauds) for the sale of real estate, and dies intestate before the sale is completed. The heir of A. completes the contract for sale. Is he entitled to retain the purchase-money against the next-of-kin?" *Frayne* v. *Taylor*, 12 W. R. 287, which was opened by Mr. G. P. Amos in the affirmative, who was followed by eight other speakers. The society ultimately decided the question in the affirmative by a majority of ten to two. The number of members present having been twenty-three.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

This association have addressed the following petition to the House of Lords on the question of the Ecclesiastical Courts:—

1. Your petitioners are an association, &c.

2. Prior to the coming into operation of the Act of Parliament next hereinafter mentioned the proctors held the exclusive right of practising in the Ecclesiastical and Admiralty Courts.

3. By the Acts 20 & 21 Vict. cc. 77 and 85 respectively, the testamentary jurisdiction and the matrimonial jurisdiction, except as relates to marriage licenses, were taken from the Ecclesiastical Courts and conferred on the "Court of Probate" and the "Court for Divorce and Matrimonial Causes" respectively.

4. By sections 42 and 43 of the first-mentioned Act every proctor then actually admitted and practising in the Ecclesiastical Courts, having duly served under articles of clerkship, was entitled to be admitted to practise in the Court of Probate, and as a solicitor of the High Court of Chancery and an attorney of her Majesty's Superior Courts: and by section 45 of the same Act all solicitors and attorneys were permitted to practise in the Court of Probate.

5. By section 15 of the 20 & 21 Vict. c. 85, all persons admitted to practise as proctors in any Ecclesiastical Court in England, and all attorneys and solicitors entitled to practise in the Superior Courts at Westminster, were entitled to practise in the Court of Divorce and Matrimonial Causes.

6. By the Act 22 & 23 Vict. c. 6, s. 1, all attorneys and solicitors are entitled to practise in the High Court of Admiralty.

7. Section 96 of the first-mentioned Act and section 13 of the Act 21 & 22 Vict. c. 108, respectively enact that the bills of any proctor, attorney, or solicitor, in respect of business in the Court of Probate, or any matters connected therewith, or in the Court for Divorce, &c., respectively shall, as well between practitioner and client as between party and party, be subject to taxation by a registrar of the Court of Probate.

8. The few and rapidly diminishing number of proctors who still remain in business retain the exclusive right of practising in the Arches Court, the Court of Peculiars of the Archbishop of Canterbury, the Court of the Official Principal of the Archbishop of York, the Consistory Courts of the Diocesan Bishops, the Archidiaconal, and all other Ecclesiastical Courts.

9. By statute 6 & 7 Vict. c. 73, s. 37, an attorney or solicitor is prohibited from commencing any action for the recovery of any fees, charges, or disbursements for any business till the expiration of a month after delivery of his bill to the party chargeable, upon whose application such bill, whether relating to business transacted in any court or not, is taxable by the proper officer, when, if one-sixth of the amount is taxed off, such attorney or solicitor is subjected to the costs of the taxation.

10. The bills of proctors, for all proceedings so exclusively within their province and for all business transacted by them in the Court of Admiralty, are only taxable between party and party, and not between proctor and client, except by consent, so that the client employing a proctor in such business has no better means of protecting himself against overcharges, unless his proctor consent to a taxation, than that of first making a legal tender of what he considers justly due, and then risking the result of an action.

11. It appears to your petitioners to be expedient, in the interest of the suitors, that attorneys and solicitors should be admitted to practise in all the Ecclesiastical Courts as they now can in the Courts of Probate and Divorce and Admiralty, so that suitors in the Ecclesiastical Courts may not be compelled to resort to the services of persons who may be utterly unknown to them, and of whose bills they are unable to compel taxation, and which mostly leads to such suitors employing a solicitor as well as a proctor, and having two bills to pay instead of one.

12. Your petitioners have considered the bill now before your right honourable House, intituled "An Act to provide for the execution of the office of judge in the Admiralty, Divorce, and Probate Courts," and which also makes provision for such judges being appointed to execute the office of Dean of the Arches, and humbly submit that it would be a fitting sequence to the proposed union of the Admiralty, Probate, Divorce, and Arches Courts under the same bench of judges, if the practice in the Court of Arches and all other Ecclesiastical Courts were opened to the whole of the legal profession.

Your petitioners, therefore, humbly pray your right honourable House to introduce into the said bill, intituled "An Act to provide for the execution of the office of judge in the Admiralty, Divorce, and Probate Courts," a clause to enable attorneys and solicitors to practice in the Arches Court and the Court of Peculiars of the Archbishop of Canterbury, the Court of the Official Principal of the Archbishop of York, the respective Consistory Courts of the Diocesan Bishops, the Archidiaconal and all other Ecclesiastical Courts in England and Wales in which proctors are now competent to practise.

And also to introduce into the said bill clauses to make compulsorily taxable as between proctor and client the bills of proctors for business transacted by them in the Ecclesiastical and Admiralty Courts.

And that the said bill, when so added to, may pass your right honourable House and become law.

ARTICLED CLERKS' SOCIETY.

At Clement's-inn-hall, on Thursday, the 7th, a lecture on Bankruptcy, explaining the principles on which legislation should act on the subject, was delivered by Robert Wilson, Esq., of the firm Wilson, Bristows, & Carpmael, a member of the council of the Incorporated Law Society.

On Wednesday, with Mr. Colyar in the chair, Mr. Levirson moved "That the punishment of death should be inflicted within jails." Mr. Drummond, as deputy for Mr. Walter Lumley, opposed. The motion was affirmed.

OBITUARY.

THE HON. H. BYERLY THOMSON.

Judge Thomson, whose death at Ceylon, on January 5, we recently announced, was the son of the late well-known Dr. Anthony Todd Thomson, and his mother was Mrs. Thomson the authoress. He was born in May, 1822, and was educated at Jesus College, Cambridge, where he took honours in 1846. He was called to the bar by the Hon. Society of the Inner Temple, in Easter Term, 1849. He was appointed Queen's Advocate at Ceylon, in 1858, and was promoted to the bench of the Supreme Court there in 1862. Judge Thomson was the author of several important legal works, among which are "The Military Forces and Institutions of Great Britain," "The Laws of War affecting Commerce and Shipping," and a recent work on Ceylon, which he had finished just before his return to the East last November, after two years spent in England. Sir. E. S. Creasy, the Chief Justice of Ceylon, in addressing the Bar on the occasion of his colleague's death, paid the following eloquent tribute to his memory:—"In the death of Henry Byerley Thomson we deplore the loss of the scholar, the author, the judge, and the jurist. It is some consolation to us to reflect that, though the last days of Mr. Justice Thomson's life were not passed among us, they were devoted to the advancement of the laws of this island. It has not been vouchsafed to him to witness the success of his writings on the Institute of the Laws of Ceylon; but enough is known of this book to assure us that its author's name will be ranked with that of Sir Charles Marshall, and that it will long be cited with admiration and gratitude in our Courts." The work alluded to by the learned Chief Justice has lately been reviewed in our columns. It is calculated to form *monumentum ære perennius* to the learned author.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Lord, on Common Law and Mercantile Law, Monday, March 18.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. A. Bailey, on Real Property, Monday, March 18, class B, elementary and advanced. Thursday, March 21, class A, elementary and advanced. Friday, March 22, class B, elementary and advanced.

Mr. E. A. C. Schalch, on Common Law, Tuesday, March 19, class B, elementary and advanced.

Mr. D. Sturges, on Equity, Wednesday, March 20, class B, elementary and advanced.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the Easter vacation, the chambers of the Vice-Chancellor Sir John Stuart will be open on the following days, viz:—2nd, 3rd, 4th, 5th, and 9th April, 1867, from eleven till one o'clock.

The Easter vacation will commence on Saturday, the 30th day of March, and terminate on Tuesday, the 9th day of April, both days inclusive.

QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir A. E. Cockburn, Bart., Lord Chief Justice, in and after Easter Term, 1867.

In Term.

Middlesex.

Tuesday	April 16	Wednesday	May 1
Wednesday	,, 24*		

There will not be any sittings during Term in London.

After Term.

Middlesex.		London.	
Tuesday	May 14	Friday	May 17

* Causes for the 2nd sitting must be entered not later than Thursday, April 18.

The Court will sit at 10 o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir William Bovill, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, at Westminster, in and after Easter Term, 1867.

In Term.

Middlesex.

Tuesday	April 16	Wedesday	May 1
Wednesday	,, 24*		

The Court will not sit in London during Term.

After Term.

Middlesex.		London.	
Tuesday	May 14	Thursday	May 16

The Court will sit during and after Term at 10 o'clock.

The Middlesex common jury remanets will be taken at the first sitting in term.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir Fitzroy Kelly, Knt., Lord Chief Baron, in and after Easter Term, 1867.

In Term.

Middlesex.

Tuesday	April 16	Wednesday	May 1
Wednesday	,, 24		

The Court will not sit during Term in London.

After Term.

Middlesex.		London.	
Tuesday	May 14	Thursday	May 16

The Court will sit during and after Term at 10 o'clock.

The Court will sit in Middlesex in Term by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

SURREY LENT ASSIZES, 1867.

Causes can be entered provisionally at the office of the Clerk of Assize for the Home Circuit, in London, from Monday, 18th March, until Saturday, 23rd March, inclusive, between ten a.m. and two p.m.

They will be put on the list at Kingston in the order of their provisional entry, before causes entered at Kingston.

In case any record entered in London be withdrawn before the opening of the commission at Kingston, the entry stamps will be returned.

A list of causes for trial each day will be affixed outside the Porter's Lodge, Serjeant's-inn, Chancery-lane, and outside the office of the Under Sheriff, No. 8, New-inn, Strand, as soon as possible after the list can be arranged.

The first day's list will not extend beyond the 20th common jury in the list of causes provisionally entered, should there be so many.

Origin of the term "John Bull."—This phrase so frequently used, is considered to have had its rise in a work written by Dr. Arbuthnott, a friend of Pope, entitled "Law is a Bottomless Pit, or a History of John Bull." The work is very scarce, but is quite a legal treatise.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, March 14, 1867

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 91¼	Annuities, April, '85 12⅝
Ditto for Account, April 10, 91⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced, 89⅝	Ex Bills, £1000, 4 per Ct. 17 pm
New 3 per Cent., 89½	Ditto, £500, Do pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do 17 pm
Do. 2¾ per Cent., Jan. '94 72⅝	Bank of England Stock, 6½ per Ct. (last half-year)
Do. 5 per Cent., Jan. '73 —	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 103⅛
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 102¼
Ditto 5 per Cent., July, '80 109	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, 40 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm.
Ditto Enfaced Ppr., 4 per Cent.	

* The entry for the second sitting will close on Thursday, the 18th April, at 5 p.m.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	116
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	28¾
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	117
Stock	Do., A Stock*	100	122½
Stock	Great Southern and Western of Ireland	100	91
Stock	Great Western—Original	100	42
Stock	Do., West Midland—Oxford	100	25
Stock	Do., do.—Newport	100	33
Stock	Lancashire and Yorkshire	100	125½
Stock	London, Brighton, and South Coast	100	77
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	117¼
Stock	London and South-Western	100	82
Stock	Manchester, Sheffield, and Lincoln	100	48½
Stock	Metropolitan	100	121
Stock	Midland	100	115⅝
Stock	Do., Birmingham and Derby	100	86
Stock	North British	100	34
Stock	North London	100	115
10	Do., 1866	5	6
Stock	North Staffordshire	100	71
Stock	Scottish Central	100	152
Stock	South Devon	100	46
Stock	South-Eastern	100	68½
Stock	Taff Vale	100	157
10	Do., C	—	3½ pm

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 per cent	Clerical, Med. & Gen. Life	100	10 0 0	26 15 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 17 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	7 15 0
20000	7l 2s 10d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	94 0 0
4600	5 per cent	Do. New	50	50 0 0	44 0 0
5000	5 & 3p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	45 5 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	1 10 0
7500	8½ per cent	Imperial Life	100	10 0 0	15 0 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	89 0 0
100000	6 6-7 pr ct	Law Union	10	0 10 0	0 16 6
20000	9s 6d pr sh	Legal & General Life ...	50	8 0 0	8 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 7 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	6 0 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	305
—	6½ per cent	Sun Fire	...	All	203 0 0
4000	...	Do. Life	...	All	63 0 0

Money Market and City Intelligence.

Thursday Night.

Fenianism, though childish, is at the same time sufficiently mischievous to cause the prices of stocks and shares to manifest unsteadiness, and the Eastern question, to which attention is now turned, is unfavourable in its influence, owing to complications which some are afraid may arise out of it.

Upon the general question of the value of stocks the following remarks were published in the *Times* on Monday, and as they so thoroughly accord with what has appeared in this Journal on two or three occasions, we reproduce them:—

"The constant increase of gloom among all classes of the population in connection with monetary affairs seems anomalous in the face of the steady and extensive character of our trade, but the fact is that, large and satisfactory as our current profits may be, they are week by week more than neutralized by the depreciation in the prices of all classes of securities. The intrinsic value of these securities is, of course, just as great as at the beginning of the year, but, grievous as had been the decline in nominal value at that period, the further reduction in the subsequent two or three months has been extremely heavy. As regards railway property, it is reckoned that the public wealth, calculated according to the quotations in the Stock and Share lists, shows in the ten weeks since the 1st of January a diminution of 10 to 15 millions sterling, while in foreign securities and shares, especially those of the leading finance companies, there has also been, on the whole, a downward movement, that would represent probably another 5 millions. So far therefore as market values are concerned, we have in 1867 supplemented the disasters of the past year by fresh losses, which have been going on at the rate of 70 or 80 millions per annum. Hence, as fast as our trading gains accrue, an equal amount is melting away from our sight; and when, to the dispiriting influence of such a process uninterruptedly taking place, we have to add the circumstance that a great majority of the sufferers are inflicting every possible annoyance, expense, and injury upon each other by all forms of assault that are furnished by the Court of Chancery or by struggles in Parliament, it will be seen that there is abundant cause for the tone of dismay everywhere prevalent."

The Bank return of to-day gives the following results :—

Rest	£3,839,837 ..	Increase ..	£5,499
Public deposits	8,237,911 ..	Increase ..	991,888
Other deposits	16,789,161 ..	Decrease ..	794,811

On the other side of the account :—

Government securities ..	£13,111,068 ..	No change.	
Other securities	18,604,404 ..	Decrease ..	£48,848
Notes unemployed	11,187,475 ..	Increase ..	293,630

The directors of the Bank of England, at their usual weekly court to-day, made no change in the official minimum.

Consols are 91⅛ to 91¼ for money, and 91¼ to 91⅜ for the account.

Foreign stocks have met with but little inquiry, but Turkish have been heavy.

In the railway share market the principal feature has been a marked tendency to dulness in Great Westerns.

It is stated that an agreement has been entered into between the Great Northern and Great Eastern, and this has led to a little more firmness in the stocks of the latter company.

The North British Railway Company, it appears, have been able to arrange for the renewal of about £720,000, out of £800,000 of their debentures, falling due on the 15th of May next. In no case is the rate higher than five per cent., and the longest period is five years.

The Grand Trunk Railway of Canada have announced the payment of the half-year's interest on the Atlantic and St. Lawrence shares due on the 15th inst.

It has transpired that the Great Western directors have made application to the Bank of England for an advance of £1,000,000, and after consultation with the Chancellor of the Exchequer, no loan will be made.

Bank shares remain unaltered.

As the half-yearly meeting of the Bank of England held to-day the net profits were stated to be £792,492, and a dividend of £5 10s. was declared.

The directors of the bank of Australasia have declared a dividend at the rate of 6 per cent. per annum, with a bonus of 6½ per cent., being, together, at the rate of 12½ per cent. per annum.

Insurance, Credit, Finance, and Discount shares continue to be comparatively neglected, and very few transactions indeed are called in the open market.

Vice-Chancellor Malins has ordered a distribution of funds in hand in the matter of Overend, Gurney, & Co. (Limited) without delay, and a further dividend of 2s. is expected to be paid shortly. The premises in Lombard-street have been sold for £29,500. Messrs Kingscote and Oppenheim have issued a report in which they state their belief that if creditors will shew forbearance they may be paid in full, with a further call of £5 per share.

The directors of the Crystal Palace company, in their report, propose to raise £100,000 by a preferential stock bearing 7 per cent. interest.

Law Reversionary Interest Society.

The annual general meeting of the members of this society was held on Saturday, March 9th, at the Inns of Court Hotel, Holborn; Mr. Alfred H. Shadwell in the chair.

The Secretary read the notice convening the meeting.

The report of the directors and statement of accounts, which had been previously circulated amongst the shareholders, were taken as read. The report stated that the anticipations expressed in the report for 1865 of an increased activity in the society's business had been fully realised, and although in compliance with the wish expressed at the last general meeting the remaining share capital had been called up, almost the whole of the company's available assets were at the present moment engaged. Five reversions had fallen into the possession of the society during the last year. Seven acres of land, in part of which the society was interested, had been taken by a railway company for a sum of £6,000. It was uncertain whether the remainder would yeild as much per acre, but there could be no doubt that the purchase would prove highly profitable. The total amount of money out on mortgage on the 31st December, 1866, was £24,325, of which £13,400 was on temporary investments at 7 per cent. The average interest on the whole amount slightly exceeded £6 13s. per cent. The directors were of opinion that, having regard to the connections and character of the company, a considerably larger capital than £250,000 might, if gradually supplied, be advantageously employed, and they confidently believed that the shareholder would be glad of an opportunity of increasing their investment in a safe and prosperous concern. A plan had, therefore, been adopted by the board for increasing the capital, and would be submitted to the shareholders at an extraordinary general meeting. The directors regretted that their valuable colleague, Mr. Kenneth Macaulay, Q.C., had retired from the board through ill-health, and the vacancy thus created would have to be filled up. The re-

port, in conclusion, stated that the directors were of opinion that a dividend at the rate of six per cent. per annum free of income-tax might with safety be declared on the paid-up capital of the company, and a resolution to that effect would be submitted to the meeting.

The CHAIRMAN, in moving the adoption of the report, apologised for the absence of Mr. Russell Gurney, the chairman of the company, who was prevented from being present by reason of his having to attend at the presentation of an address to the Queen by the Corporation of London. He thought, however, that perhaps there could hardly have been an occasion on which the services of the chairman could have been better dispensed with, as there was nothing to be said which was not pleasant. It would be observed by the report that the society was in a very prosperous condition, and the only subject which called for any remark was the proposition for raising the capital. There could be no doubt that it would be an advantage to the society if it had a larger capital, but as an extraordinary meeting of the shareholders had been called to consider this question, he need not further refer to it. He begged therefore to move the adoption of the report

Mr. CLABON seconded the motion.

Mr. THOROTON said he dissented from the statement in the report that a wish had been expressed by the shareholders at the last meeting that the remainder of the capital should be called up. If, however, the requirements of the business demanded an increase of the capital, he thought the directors were justified in calling it all up.

Mr. BELL said he expressed an opinion at the last meeting that it would be for the interest of the company that all capital should be called up, and the shareholders generally assented to that opinion.

The CHAIRMAN said that the requirements of the business were such as would have induced the directors to call up the capital under any circumstances, unless the shareholders were opposed to it.

After some further discussion the report was unanimously adopted.

A resolution, authorising payment of a dividend for the past year of six per cent. free of income tax on the paid-up capital was then agreed to.

The retiring directors, Sir William J. Alexander, Bart.; Mr. J. D. Coleridge, Q.C., M.P.; Mr. Charles Rivington, and Mr. Henry E. Norton were re-elected, and Mr. Charles Bell was elected a director in room of Mr. Macaulay, who resigned.

This concluded the business of the ordinary meeting, and in pursuance of notice an extraordinary meeting was then held, to authorise the creation and issue of new capital in 10,000 shares of £10 each.

A series of resolutions was adopted, to the effect that the new shares should be offered at par to the present shareholders rateably, and that a call of £2 per share be paid on allotment, and subsequent calls not to exceed £2 per share, nor to be made at intervals of less than six months; power being given to any shareholder to pay up the whole amount of his shares at any time, and to receive interest at £4 per cent. on the money from time to time paid in advance of calls.

A SHAREHOLDER suggested that the dividend should be paid half-yearly.

The CHAIRMAN said he saw no objection to a half-yearly dividend. The matter would be considered by the board before the next meeting.

The usual vote of thanks was then passed to the chairman and the meeting terminated.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

An extraordinary general meeting of the Society, held on Tuesday last in pursuance of the provisions of the deed of settlement for the purpose of declaring the amount of profit to be set apart out of the insurance fund in respect of the period of five years ending the 31st December, 1866, is the first under the new system of distribution of the profits of the Society. The chair was occupied by W. Strickland Cookson, Esq. The following is the result of a careful valuation of the assurance fund, made as a basis for such declaration, viz.—

	£	s.	d.
Value of assets at 31st December, 1866	1,382,843	0	0
Value of liabilities at same date	1,203,990	0	0
Excess of assets	178,853	0	0
Deduct for reserve	8,853	0	0
Divisible surplus	£170,000	0	0

The directors recommend that this sum of £170,000 should be divided between the proprietors and the assured in the proportions fixed by the present provisions of the deed of settlement—viz.:—

To the proprietors, one-tenth part, being £17,000.

And to the assured, nine-tenth parts, being £153,000.

After such apportionment has been made, the respective amounts of the two funds as on the 1st January, 1867, will be—

	£	s.	d.
Proprietors' Fund	177,710	5	1
Assurance Fund	1,219,422	1	0

The constitution of the Society requires that the proprietors' fund shall never, by the declaration of a dividend, be diminished below £160,935 19s.

	£	s.	d.	
Therefore, of the sum of	177,710	5	1	above mentioned,
reserving such	160,935	19	0	
there remains	16,774	6	1	available towards

an increase of the proprietors' dividend during the current period of five years.

This will allow an addition of 3s. 6d. to be made to the dividend last declared of 6s. per share per annum.

It is therefore proposed by the directors to declare a dividend of 9s. 6d. per share, payable in July annually until the next declaration of profits. The shares remain as before, with £8 paid-up on each.

The share of profit allotted to the assured (£153,000) exceeds by £17,000 the amount they would receive, if the former system of distribution were now in force. It will allow a substantial increase in the rate of bonus on all participating policies over that last declared, whether taken as a reversionary addition to the sum assured, or as a reduction in the premium.

This share will be converted, as usual, into a reversionary bonus payable at death, and attaching at their renewal date in 1867 to all bonus policies which shall then have endured for five full years, and at the date on which they complete such five years in all other cases.

A prospective annual bonus at the same rate, and equally provided out of the profits now realised, will, in addition, be assigned to all bonus policies becoming claims by death after not less than five years duration before the next division of profits takes effect. This regulation secures to every policy entitled to participate in the profits a full bonus for each complete year it may have been in force when the life assured fails.

At the option of the assured the reversionary bonus may, when vested, either (1st) be surrendered for its then present value in cash, or (2ndly), together with the annual prospective bonus, be applied in reduction of the full annual premium for the term of years until the next division of profits. At the last division such reduction, where available for the full term of five years, was at the rate of 25 per cent. upon the premium. The directors are happy in announcing that the present bonus will allow 27½ per cent. in similar cases.

It remains to state the principles upon which the valuation has been conducted. First, then, the duration of the lives assured has been estimated by the table of mortality in use by the office for thirty years past, and which indicates at every age a mortality one-fifth greater than that indicated by the well-known and widely-adopted "Carlisle Table." Secondly, the rate of interest for money has been taken at 3 per cent. per annum. Thirdly, the net premiums alone have been brought into account, to the exclusion of the charges for agency and expenses contained in the gross premiums actually receivable.

The result of thus valuing separately each of 3,082 policies, assuring an aggregate amount (inclusive of bonus) of £3,911,728, shows a present liability in respect of these policies of £1,087,920.

The assets available against this liability have been estimated at their net market value on the 31st December, 1866.

The directors beg to congratulate both the proprietors and the policy-holders upon the favourable result of a bonus valuation thus rigidly conducted.

A MAGISTRATE AND HIS CLERK.—A rather remarkable case was heard before the Sunderland borough magistrates a few days ago. A little boy, son of Mr. Hutchinson, of the Butchers' Arms Inn, and who was scarcely able to see over the table, was charged by a muscular policeman with "brawling" near the Sion-street, school; but unfortunately for the establishment of the case the officer's witnesses failed to put in an appearance, and consequently there was no alternative but to unconditionally dismiss the summons. The presiding magistrate, however, did not let slip the opportunity for displaying his judicial acumen, and, turning to the boy's father, said with the utmost gravity, "There does not appear to be evidence of what the defendant *did*, but if you will promise that he shall never do the like again we will discharge him." Mr. Hutchinson smiled, and naturally, at the rather perplexing situation in which he was placed, but this approach to mirth was instantly checked, to the no small amusement of the Court, by the chairman sternly remarking "that it was no laughing matter, as the offence was one for which a heavy fine might have been imposed." The ill-concealed merriment with which this rebuke was received undoubtedly rendered many of the spectators liable to be indicted for contempt of court, while the burst of laughter which followed the clerk's doubtful inquiry—"Which is the boy that isn't here?" might, if the bench had been severe, have rendered many more liable to instant committal.—*Northern Daily Express.*

ESTATE EXCHANGE REPORT.

AT THE MART.

March 8.—By Messrs. Farebrother, Lye, & Wheeler.

Freehold residence, with gardens, grounds, and paddock, containing 5½ acres, situate at Thames Ditton, Surrey—Sold for £2,750.

Leasehold, 3 residences, Nos. 299, 301, 325, Vauxhall-bridge-road, producing £228 per annum; term, 57½ years unexpired, at £10 per annum each—Sold for £2,560.

Leasehold house and shop, No. 335, Mile-end-road, let at £42 per annum: term, 55 years unexpired, at £6 8s. per annum—Sold for £450.

March 12.—By Messrs. Gadsden, Ellis, & Scorer.

Leasehold premises, situate No. 65, Lombard-street, for upwards of 36 years in the occupation of Messrs. Overend, Gurney, & Co., together with the adjoining house, No. 13, Birchin-lane; term, 28½ years unexpired, at £600 per annum—Sold for £29,500.

Freehold residence, No. 3, Codrington-terrace, Ladbroke-road, Notting-hill—Sold for £1,800.

By Messrs. Farebrother, Clark, & Co.

Freehold estate, situate in the parish of Doddinghurst, Essex, known as The Hall Farm, comprising a dwelling house, outbuildings, and 134a 3r 2p of arable and grass land—Sold for £6,000.

By Messrs. Debenham, Tewson, & Farmer.

Leasehold residence, No. 1, Craven-villas, Ealing, estimated annual value £75; term, 34 years unexpired, at £8 10s. per annum—Sold for £960.

Leasehold residence, No. 5, Healy-street, Prince of Wales-road, Kentish-town, estimated to produce £45 per annum; term, 96 years from 1852, at £6 10s. per annum—Sold for £470.

By Mr. P. D. Tuckett.

Leasehold residence, No. 81, Mornington-road, Regent's-park; let on lease at £50 per annum; term, 72 years unexpired, at £10 per annum—Sold for £575.

Leasehold residence, No. 82, Mornington-road; let at £60 per annum; term and ground-rent similar to above—Sold for £635.

Leasehold residence, No. 24, Woburn-place, Russell-square; also stabling in Tavistock-mews; term, 95 years from 1802, at £50 per annum—Sold for £490.

Leasehold, 2 houses and shops, situate on Surbiton-hill, let on lease, and producing £55 per annum; term, 73½ years unexpired, at £5 per annum—Sold for £715.

Leasehold, 4 residences, Nos. 1 to 4, Woodside, Long Ditton, let on lease at £100 per annum; term, 84¾ years unexpired, at £20 per annum—Sold for £1,250.

Leasehold residence, No. 1, Holland-terrace, Holland-road, Kensington, let at £50 per annum; term, 94 years from 1856, at £8 per annum—Sold for £515.

Leasehold, 6 residences, Nos. 3 to 8, Holland-terrace, aforesaid, let at £45 and £50 per annum; terms, similar to above, at £8 per annum each—Sold from £500 to £550 each.

Freehold, 2 residences, Nos. 14 & 15, Verulam-terrace, The Grove, Hammersmith, producing £80 per annum—Sold for £1,115.

March 12.—By Mr. Saffell.

Leasehold residence, No. 1, Arthur-terrace, Caledonion-road, and stabling, lofts, workshops, shops, &c.. Nos. 1 to 17, Arthur-mews, producing £403 5s. per annum; term, 76 years unexpired, at £50 per annum—Sold for £3 260.

Feb. 26.—By Messrs. Ventom, Clark, & Bull.

Leasehold business premises, Nos. 1 & 2, Ratcliff-cross; term, 7 years unexpired, at £50 per annum—Sold for £450.

Leasehold house and premises, No. 1, Handley-road, Hackney, let at £25 per annum; term, 77 years from 1862, at £4 10s. per annum—Sold for £250.

March 13.—By Messrs. Edwin Fox & Bousfield.

Freehold, 2 residences, Nos. 3 & 4, Carmarthen-villas, Prince's-road, Norwood, producing £80 per annum, subject to a mortgage—Sold for £100.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURRELL—On March 7, at Clarence-square, Gosport, Hants, the wife of William F. Burrell, Esq., Solicitor, of a son.

CROUCH—On March 8, at Dulwich-road, Brixton, the wife of Charles W. Crouch, Esq., of a daughter.

EVANS—On March 11, at 19, St. Stephen's-road, Westbourne-park, the wife of Lewis Pugh Evans, Esq., Barrister-at-Law, of a daughter.

HARVEY—On March 3, at Bournabat, Smyrna, the wife of Hingston Harvey, Esq., Solicitor, of Constantinople, of a son.

HUDSON—On March 8, the wife of John Hudson, Esq., Solicitor, Southend, and 4, Fenchurch-buildings, London, of a son.

MORRISON—On March 4, at Wray-park, Reigate, the wife of G. Carter Morrison, Esq., Solicitor, of a daughter.

MARRIAGES.

OGILVIE—FITZWILLIAMS—On March 7, at Newcastle Emlyn Church, Captain Alexander John Ogilvie, of the Royal Horse Artillery, and of 116, Gloucester-terrace, Paddington, to Emily Collingwood, daughter of Edward Crompton Lloyd Fitzwilliams, Esq., Barrister-at-Law, of the Inner Temple, and of Adpar, Newcastle Emlyn, Cardiganshire.

O'CONNELL—STEIN—On Feb. 23, at Dublin, Thomas Francis O'Connell, Esq, Solicitor, of Lower Gardiner-street, Dublin, to Maria, only daughter of Robert Stein, Esq., of Leinster-road, Rathmines, County Dublin.

RUSSELL—LENNOX—On March 5, at St. James's Church, Piccadilly, George Russell, Esq., Judge of the Derbyshire County Courts, to Constance Charlotte Elisa, eldest daughter of Lord and Lady Arthur Lennox.

SHARPE—PARKER—On March 7, at Rosslyn Hill Chapel, Hampstead, Sutton, younger son of Henry Sharpe, Esq., of Hampstead, to Anne, eldest daughter of Reginald Amphlett Parker Esq., Solicitor, of Bedford-row, and of 23, Chalcot cresent, Regent's-park.

STOCKEN—DOGGETT—On March 9, at Brockley Lane Church, William Stocken, Esq., Solicitor, of Leadenhall-street, to Caroline Eliza, eldest daughter of George Doggett, Esq., of Barnsbury, Islington.

WARRILOW—HOBBES—On Feb. 27, at the parish church, Stratford-on-Avon, William James, eldest son of W. Warrilow, Esq., Chapel-place, Stratford-on-Avon, to Emma Rice, second daughter of R. H. Hobbes, Esq., Solicitor, of Warwick-road, Stratford-on Avon.

DEATHS.

DE FONBLANQUE—On March 14, Florence De Fonblanque, second daughter of Edward William Cox, Esq., of Moat Mount, Hendon, Recorder of Helston, aged 20.

GROWSE—At Hastings, Robert Growse, Esq., for many years Town Clerk and Coroner of the Borough, aged 39.

MARTIN—On March 7, at Wicken Bonhunt, Essex, Joseph Martin, Esq., Barrister-at-Law, of Lincoln's-inn, aged 91.

NICHOLSON—On March 7, at Wath-upon-Dearne, Harriet Thomasin, aged 73, relict of the late Thomas Nicholson, Esq., Solicitor, of that place.

PATERSON—On March 9, at No. 7, Bouverie-street, Fleet-street, Martha, the widow of William Simpson Paterson, Esq., Solicitor, aged 64.

REED—On Feb 25, at Alvaston-house, Derby, Elizabeth, the wife of William Reed, Esq., Solicitor, aged 27.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, March 8, 1867.

Limited in Chancery.

Eastern Assam Company (Limited).—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Fredk Whinney, 8 Old Jewry. Friday, April 19 at 11, is appointed for hearing and adjudicating upon the debts and claims. Creditors resident in India are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Fredk Whinney, 8 Old Jewry. June 29 at 11 is appointed for hearing and adjudicating upon the debts and claims.

Heyford Company (Limited).—The Master of the Rolls has, by an order dated Jan 21, appointed Wm Hy McCreight, 6 Raymond-buildings, Gray's-inn, to be official liquidator. Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to Wm Hy McCreight, 6 Raymond-buildings, Gray's-inn. April 25 at 11 is appointed for hearing and adjudicating upon the debts and claims. Lawrence & Coy, 9 Fenchurch-st, solicitors for the petitioners.

Estates Investment Company (Limited).—Petition for winding-up, presented March 6, directed to be heard before the Master of the Rolls on March 16. Atchison & Hathaway, Bedford row, solicitors for the petitioner.

London and Colonial Company (Limited).—Petition for winding-up, presented March 2, directed to be heard before Vice-Chancellor Wood on March 16. Gregory & Co, Bedford-row, agents for Wavell & Co, Halifax, solicitors for the petitioner.

British Nation Fire Insurance Company.—Petition for winding-up, presented March 1, directed to be heard before the Master of the Rolls on March 16.

Tuesday, March 12, 1867.

Limited in Chancery.

London and County General Agency Association (Limited).—Petition for winding up, presented March 12, directed to be heard before Vice-Chancellor Stuart on March 22. Ditton & Warmington, Ironmonger-lane, solicitors for the petitioners.

Mersey River Steam Boat Company (Limited).—Order to wind up, made by the Master of the Rolls on March 2. John Stanley Blease, Lpool, official liquidator. Gregory & Co, Bedford-row, solicitors for the company.

Lavender's Patent Lubricating Compound and Oil Company (Limited).—Order to wind up, made by the Master of the Rolls on March 2. Cattarns & Jehu, Mark-lane, solicitors for the petitioners.

Glamorgan Iron Company (Limited).—Vice-Chancellor Wood has, by an order dated March 2, ordered that the voluntary winding up of this company be continued. Terrell & Chamberlain, Basinghall-st, solicitors for the petitioners.

Union Brewery Company (Limited).—The Registrar of the Court of Chancery of the County Palatine of Lancaster has fixed March 22 at 11, at his office, Cross-st chambers, Manch, for the appointment of an official liquidator.

Harehope Gill Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated Feb 7, appointed Frederick Maynard, 19, Bread st, official liquidator. Creditors are required, on or before April 10, to send their names and addresses to Frederick Maynard. Friday, April 26 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, March 8, 1867.

Ashby, John, Northampton, Grocer. March 22. Ashby v Hester, V.C. Malins.

Broadbent, Abrm, Padfield, Derby, Cotton Yarn Doubler. April 5. Warhurst v Broadbent, M. R.

Keymer, Alice, West Drayton, Middx, Widow. April 8. Schuyler v Graham, M. R.

Ross, Geo, Burn Cross, York. Gent. April 8. Hawley v Dawson, M.R.

Thompson, Abrm, Tower of London, Gent. April 10. Natty v Aylett, V.C. Stuart.

Waters, Jas, Napier-ter, Islington, Printer. April 10. Sargeant v Waters, V.C. Stuart.

Tuesday, March 12, 1867.

Glover, Stirling Freeman, Cheltenham, Gloucester. April 6. Talbot v Jevers, V. C. Wood.

Hartnall, Jas, Bridgwater, Somerset, Gent. April 9. Townsend v Wheller, M. R.

Harwood, Chas, Folkestone, Kent, Esq. April 15. Isaacson v Harwood, V. C. Stuart.

King, Wm, Gt Winchester-st, Merchant. June 14. King *v* Gordon, M. R.
Pope, Sarah, Goudhurst, Kent, Widow. April 8. Hills *v* Springett, M. R.
Ready, Geo, Sudbury, Suffolk, Clothier. April 15. Hacker *v* Jones, V. C. Stuart.
Rees, Watkin, Rhigos, Glamorgan, Miner. April 2. Griffiths *v* Rees, V. C. Wood.
Smith, Geo Escott, Ware, Hertford, Gent. April 21. Bland *v* Cook, V. C. Stuart.
Tulk, Jas Stuart, Bideford, Devon, Esq. April 4. Tulk *v* Ley, V. C. Malins.
Vernon, Rev Chas, Wherstead-park, Suffolk, D.D. April 10. Dick *v* Read, jun, V. C. Stuart.
Walker, Wm, Somerset-st, Aldgate. March 28. Tidball *v* Walker, M. R.
Wilcox, Barnabas, Dudley, Worcester, Currier. March 30. Cadbury *v* Owen, M. R.
White, Richd, Goudhurst, Kent. April 8. Hills *v* Springett, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 8, 1867.

Archer, John, Bramfield, Suffolk, Farmer. May 1. Read, Halesworth.
Arkwright, Rev Godfrey Harry, Sutton Scarsdale, Derby. June 24. Brooks & Du Bois, Godliman-st, Doctors'-commons.
Best, Wm Robt, Norfolk-ter, Paddington, Esq. May 1. Mackenzie & Co, Gresham-house, Old Broad-street.
Brundrett, Thos, Hulme, Manch, Gent. May 13. Barrow, Manch.
Clarke, Mary, Derby, Widow. April 9. Robotham, Derby.
East, Wm, Marford, Hertford, Farmer. May 1. Annesley, St Alban's.
Fell, John, Uxbridge-common, Esq. May 18. Druce & Co, Billiter-sq.
Greenhalgh, Richd, Bury, Lancaster, Agent. April 2. Grundy & Co.
Hackett, Edwd Ludlam, Newport, Isle of Wight, Saddler. April 20. Mew, Newport.
Herring, John, Tremoan, Cornwall, Yeoman. May 1. Nicolls, Callington.
Hills, Barbara, Neeschindeepore, Bengal, East Indies. April 8. Aldridge & Co, Bedford-row.
Josling, Robt, St Alban's, Hertford, Seedsman. May 1. Annesley, St Albans.
Joyce, Geo, Bristol, Beerhouse Keeper. May 1. Livett, Bristol.
King, Sarah, St Alban's, Hertford, Saddler. May 1. Annesley, St Alban's.
Lattimore, Joshua, St Alban's, Hertford, Wheelwright. May 1. Annesley, St Alban's.
Lloyd, Richd Harman, Lombard-st, Esq. April 30. Paine & Layton, Gresham-house.
Murley, Silvester, Bishopsgate-st Without, Cheesemonger. April 20. Heath, Basinghall-st.
Nightingale, Ellen, Southport, Lancaster, Widow. April 5. Teebay & Lynch, Lpool.
Shew, Jane, Bath, Widow. April 9. Little & Son, Bath.
Smythe, Alfred, Margaret's-villas, Isleworth-rd, Twickenham, Esq. April 8. Skilbeck & Griffith, Bedford-row.
Southby, Robt Jas, Appleton, Berks, Esq. May 20. Godfrey, Abingdon.
Stubbs, Richmond Gledhill, Grove-hall, Bow, Gent. April 15. Horsley & Son, Bank-chambers, Tokenhouse-yard.
Wheeler, Peter, Budbridge Farm, Isle of Wight, Yeoman. April 20. Mew, Newport.

TUESDAY, March 12, 1867.

Aspinall, Anne, Lytham, Lancaster, Spinster. April 17. Whitakers & Woolbert, Lincoln's-inn-fields.
Bayfield, Hy, Exeter-st, Sloane-st, Licensed Victualler. April 30. Greig, Verulam-buildings, Gray's-inn.
Bradley, Thos, Addingham, York, Labourer. April 29. Robinson, Skipton.
Doolittle, Thos Woodward, Enville, Stafford, Gent. April 20. Saunders, sen, Kidderminster.
Feltham, John, Ball-alley, Lombard-st, Banker. April 20. Hoppe & Boyle, Sun-ct, Cornhill.
Gilbert, Danl, Birm, Gold Cutter. April 27. Baker, Birm.
Goodhugh, Sophia, Newmarket, Cambridge, Widow. April 20. York, Newmarket.
Goodridge, John, Belsize-cottage, Hampstead, Gent. April 20. Tanqueray-Willaume & Co, New Broad-st.
Holland, Ann, Kingston, Portsea, Southampton, Widow. April 13. Pearce & Marshall, Portsea.
Jordan, Mary Ann, Stock, Essex, Widow. March 21. Wilson, Chelmsford.
Lee, John, Brixton Rise, Gent. June 8. Parker & Co, Bedford-row.
Lodge, Helen, Bishop's-ter, Stoke Newington, Widow. April 15. Waltons & Hubb, Bucklersbury.
Lovell, Chas, Bow-lane, Painter. April 15. Robinson, Basinghall-st.
Marsden, Wm, Lincoln's-inn-field, M.D. April 15. Helder & Kirkbank, Gray's-inn-sq.
McNamara, Arthur, Castle-st, Finsbury, Esq. May 7. Howard, Quality-ct, Chancery-lane.
Mills, Thos, Bakewell, Derbyshire. May 15. Parker, Bakewell.
Morgan, Jenkin, Carmarthen, Draper. May 1. Beckingham, Bristol.
Poore, Rev John, Marston Rectory, Kent, D.D. April 15. Tassell, Faversham.
Quigley, Harriett, Bath, Widow. April 15. Stone & Co, Bath.
Saunders, Edwd, Twickenham-common, Brewer. April 20. Paxon & Hallam, Long Acre.
Saul, Abraham, Minories, Gent. April 9. Howard, Quality-ct, Chancery-lane.
Taylor, Eliz, Camden-rd, Camden-town, Widow. June 13. Cree & Last, Gray's-inn sq.
Turner, Eliz, Mortlake, Surrey, Spinster. May 13. Fisher, Threadneedle-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 8, 1867.

Bailey, Simon, Batley, York, Cab Proprietor. Feb 9. Comp. Reg March 5.
Belshaw, Sentley Stevenson, Nottingham, Glove Maker. March 2. Comp. Reg March 8.
Bexley, Hy, Poland-st, Oxford-st, Carman. March 5. Comp. Reg March 7.
Boggs, Gardner, Lpool, Merchant. March 4. Asst. Reg March 6.
Booth, Saml, Thame, Oxford, Chemist. Feb 20. Comp. Reg March 6.
Brinklow, Hy, Brighton-st, Argyle-sq, St Pancras, Baker. March 6. Comp. Reg March 8.
Brushwood, John Pearce, Portsea, Hants, Baker. Feb 27. Asst. Reg March 6.
Bushby, Robt, Littlehampton, Sussex, Builder. Feb 16. Inspectorship. Reg March 7.
Chambers, Fanny, Bridgwater, Somerset, Beerhouse Keeper. Feb 5. Comp. Reg March 5.
Clewes, Moses Hodgetts, & Herbert Hy Clewes, Bilston, Stafford, Grocers. Feb 14. Comp. Reg March 6.
Cook, Jas, Shoreditch, Cabinet Maker. Feb 22. Comp. Reg March 8.
Cruttwell, Fredk Robt, Millbrook-lodge, Limpley Stoke, Wilts, Attorney. March 5. Comp. Reg March 8.
Cullen, John Ignatius, Lpool, Bookseller. Feb 19. Asst. Reg March 6.
Cummings, Saml, Westbourne-grove, Bayswater, Cheesemonger. Feb 27. Comp. Reg March 8.
Donleavey, Austin, Dame-st, Islington, Examining Officer in her Majesty's Customs. March 2. Comp. Reg March 8.
Downing, Mary, Oakengates, Salop, Milliner. Feb 15. Comp. Reg March 5.
Entwistle, Ellen, New Accrington, Lancaster, Painter. Feb 7. Comp. Reg March 7.
Felkin, Wm, Jun, Beeston, Nottingham, Lace Manufacturer. Feb 16. Asst. Reg March 6.
Francis, Chas, Bridgwater, Somerset, Butcher. March 4. Comp. Reg March 6.
Fryer, Wm, Beeston, Nottingham, Commercial Traveller. Feb 28. Asst. Reg March 6.
Garrard, Jas, Ipswich, Suffolk, Painter. March 2. Comp. Reg March 7.
Glasspool, Jesse, Frimley, Surrey, Licensed Victualler. Feb 28. Comp. Reg March 7.
Gleaves, Wm Jas, Greenwich, Stonemason. Feb 19. Asst. Reg March 7.
Goodchild, Wm, Rye-lane, Peckham, Oil and Colourman. March 7. Comp. Reg March 7.
Goodridge, John Camden, & Fredk Cates, Sise-land, Seed Crushers. Feb 25. Asst. Reg March 7.
Grant, Jas, Newcastle-upon-Tyne, Builder. Feb 9. Asst. Reg March 8.
Haw, Wm Pointing, Bristol, Boot Manufacturer. Feb 9. Comp. Reg March 6.
Headley, Joseph, Thirsk, York, Innkeeper. Feb 18. Asst. Reg March 6.
Hislop, Alex, Sunderland, Ale and Wine Merchant. Feb 25. Comp. Reg March 5.
Hodges, Isaac, Cwmbran, Monmouth, Draper. Feb 18. Asst. Reg March 8.
Holcroft, Jas, Hatton-garden, Boot and Shoe Merchant. March 5. Comp. Reg March 7.
Hope, Benj, Ely-pl, Holborn, Solicitor. March 4. Comp. Reg March 7.
James, Joseph, & Wm Fredk Maycock, Birm, Oil and Colour Merchants. Feb 19. Asst. Reg March 8.
Jennings, Benj, Leeds, General Dealer. Feb 19. Comp. Reg March 7.
Jones, Wm, Gyfeillon, nr Pontypridd, Glamorgan, Grocer. Feb 13. Comp. Reg Feb 6.
Kevis, Mary, Margate, Licensed Victualler. Feb 9. Comp. Reg March 4.
Larkinson, Saml, Wolverhampton, General Dealer. Feb 19. Comp. Reg March 8.
Lenard, Edwd, Prisoner for Debt, London. Feb 6. Comp. Reg March 6.
Macdonald, Geo, & Thos Hamlyn, Lpool, Ship Brokers. Feb 20. Asst. Reg March 7.
Mann, Thos, Truro, Cornwall, Builder. March 4. Comp. Reg March 7.
Marshall, Wm Saml, Middle Scotland-yd, Commercial Agent. Feb 13. Comp. Reg March 7.
Mattos, Edwd Alex Fredk Theodore De, Little Tower-st, Comm Agent. March 5. Comp. Reg March 7.
Mason, Jas Oliver, & Thos Spendelowe Richards, Birm, Merchants. Feb 12. Asst. Reg March 8.
Maunder, Wm Dail, Tiverton, Devon, Watchmaker. Feb 28. Comp. Reg March 6.
Medcalf, Fredk Eardley, Aldersgate st, Wholesale Furrier. Feb 27. Asst. Reg March 7.

TUESDAY, March 12, 1867.

Atlinson, Wm, Alfred-pl, Camden-rd, Islington, Baker. Feb 11. Comp. Reg March 11.
Barrow, Saml Howship, Cannot-st, Gent. March 11. Comp. Reg March 12.
Baxter, Theodore, Gt St Helen's, Broker. Feb 13. Asst. Reg March 7.
Blagg, John Chas, Kennington-cross, Draper. Feb 14. Asst. Reg March 8.
Chick, Revett Hart, Edgware-rd, Jeweller. Feb 16. Comp. Reg March 9.
Cooper, Hy, Manch, Comm Agent. March 8. Comp. Reg March 9.
Coxon, Elenor, Monkwearmouth Shore, Durham, Ironmonger. Feb 26. Comp. Reg March 8.
Cussons, Edwd Coward, South Shields, Durham, Chemist. Feb 8. Asst. Reg March 8.
Cutler, Jas Percival, Brick-st, Park-lane, Job Master. Feb 18. Comp. Reg March 9.
Daws, John, Lpool, Bootmaker. Feb 13. Comp. Reg March 8.
Dosser, Wm Hy, New Malton, York, Cabinet Maker. Feb 25. Comp. Reg March 11.
Dumas, Arthur Jas, Albemarle-st, Underwriter. March 8. Comp. Reg March 12.
Dyer, Geo, Regent-st, Jeweller. March 2. Comp. Reg March 11.
Eyles, Wm, West Cowes, Isle of Wight, Pork Butcher. March 2. Comp. Reg March 11.
Fowler, Edwd Thos, Taiback, Glamorgan, Grocer. March 1. Asst. Reg March 11.

Fowler, John Burroughs, Camberwell-rd, Agent. Feb 20. Comp. Reg March 8.
Fry, Geo, Bristol. Feb 13. Comp. Reg March 11.
Fry, Walter Joseph, Bristol, Contractor. March 4. Asst. Reg March 8.
Gannaway, Geo, Clifton, Bristol, Draper. March 5. Asst. Reg March 11.
Glanvill, Harry, Cleaveland-rd, Islington, Commercial Traveller. Feb 25. Asst. March 8.
Gray, Chas, Newgate Farm, St Peter, Hertford, Farmer. March 8. Comp. Reg March 12.
Harding, Alfred Bennick, Brockley Lodge, North-rd, Forest-hill. Bankers' Clerk. March 8. Comp. Reg March 11.
Harvey, Arthur, Coleman-st, Accountant. Feb 23. Asst. Reg March 9.
Hatton, Jesse, Lawrence-st, Arthur-st, Oxford-st, out of business. March 1. Comp. Reg March 12.
Heald, Geo Jas, Manch, Attorney-at-Law. Feb 22. Comp Reg March 11.
Heilbuth, Saml, Emmett-st, Poplar, Ship Chandler. Feb 22. Comp. Reg March 8.
Helliwell, John, Deepcar, York, Coke Merchant. March 5. Comp. Reg March 9.
Hill, Saml, Badhampton, Hants, Yeoman. March 4. Comp. Reg March 12.
Hollings, Mary, Helmsley, York, Shopkeeper. Feb 15. Comp. Reg March 12.
Holtham, Joseph, Bath, Quarry Master. March 5. Asst. Reg March 11.
Horsburgh, Jas, Mincing-lane, Jute Merchant. Feb 14. Asst. Reg March 12.
Jackson, Fabian, Howard's Hotel, Aldgate, Jeweller. March 4. Comp. Reg March 11.
James, John, Chatham, Kent, Licensed Retailer of Beer. Feb 22. Comp. Reg March 11.
Jones, Hugh, Birkenhead, Chester, Grocer. March 5. Comp. Reg. March 12.
Joseph, Hy Simon, Swanston, Glamorgan, Grocer. Feb 13. Comp Reg March 9.
Joyce, Lawrence, Lpool, Export Oilman. Feb 8. Comp. Reg March 8.
Lloyd, Wm, Cardiff, Glamorgan, Tea Dealer. Feb 16. Asst. Reg March 9.
Massey, Hy, Manch, Fruiterer. Feb 14. Comp. Reg March 9.
Milnes, Chas, Cardiff, Glamorgan, Innkeeper. Feb 22. Asst. Reg March 11.
Nash, Butler Chas, Kensal-rd, Kensal-town, Builder. March 7. Asst. Reg March 12.
Newcombe, Joseph, Langtree, Devon, Butcher. Feb 13. Comp. Reg March 12.
Nightingale, Benj, Knotty Ash, Lancaster, Car Proprietor. Feb 19. Asst. Reg March 9.
Peattie, Geo, & August Tornies, Gt St Helen's, Bishopsgate-st, Comm Merchants. Jan 31. Comp. Reg March 11.
Radford, Herbert, Worcester, Milliner. Feb 23. Comp. Reg March 12.
Rallison, Jas, Norwich, General-shop Keeper. March 6. Asst. Reg March 9.
Randall, Geo, Bristol, Boot and Shoe Maker. Feb 27. Comp. Reg March 6.
Rawson, Jas, Bilston, Stafford, Grocer. Feb 22. Comp. Reg March 11.
Read, Walter, Essex-rd, Middx, Draper. Feb 18. Asst. Reg March 8.
Rees, Geo, & John Josling, Swansea, Glamorgan, Contractors. March 2. Comp. Reg March 9
Rees, John, Aberdare, Glamorgan, Draper. Feb 12. Asst. Reg March 9.
Ridley, Joseph Jas, Throgmorton-st, Attorney. Feb 12. Asst. Reg March 9.
Ritman, Jacob, Manch, Dealer in Jewellery. March 4. Asst. Reg March 11.
Robinson, Saml, jun, Usk, Monmouth, Druggist. Feb 13. Asst. Reg March 11.
Scott, Peter Hy, Lpool, out of business. March 2. Comp. Reg March 11.
Sharp, Wm Hodgson, Sunderland, Durham, Upholsterer. March 6. Comp. Reg March 12.
Sheen, Thos, Holborn-hill, Lamp Manufacturer. March 2. Comp. Reg March 11.
Shelmerdine, Thos, Rusholme, Lancaster, Draper. March 5. Comp. Reg March 9.
Shipston, Geo Jas, Ipswich, Suffolk, Manufacturing Chemist. March 2. Comp. Reg March 11.
Shorten, John, Bristol, Comm Agent. Feb 18. Asst. Reg March 12.
Simmons, Morris, Lpool, Outfitter. March 8. Comp. Reg March 12.
Smith, Thos, Moorgate-st, Financial Agent. Feb 9. Covenant. Reg March 9.
Spence, Wm, Basinghall-st, Tea Dealer. Feb 15. Comp. Reg March 11.
Stallard, Wm, & Jas Stallard, Bristol, Licensed Victuallers. Feb 11. Comp. Reg March 11.
Stanley, Edwd Robt, Brighton, Boarding-house Keeper. Feb 12. Comp. Reg March 11.
Steer, Hy, Dodbrooke, Devon, Grocer. Feb 21. Asst. Reg March 9.
Stiff, John, Birm, Hotel Keeper. Feb 19. Comp. Reg March 11.
Thomas, Leopold Pollard, York-cottage, Fulham-pk, Clerk. Feb 22. Comp. Reg March 11.
Wallace, Thos, jun, High-st, South Norwood, Baker. Feb 11. Asst. Reg March 11.
Weir, Edwd, High Holborn, Agricultural Engineer. March 2. Comp. Reg March 12.
Williams, Josiah, Beaumaris, Anglesea, Ironmonger. March 7. Comp. Reg March 11.
Willis, Geo, Sherborne, Dorset, Tailor. Feb 11. Asst. Reg arch 11.
Wilson, Hugh, Lpool, Boarding-house Keeper. March 4. Asst. Reg March 12.
Wimpenny, Brown, Huddersfield, York, Hosier. Feb 13. Asst. Reg March 12.
Morse, Hy Jas, Newport, Monmouth, Free Store Merchant. Feb 8. Comp. Reg March 5.
Nuttall, Jas, Burnley, Lancaster, Printer. Feb 8. Asst. Reg March 8.
Oates, Hiram, Stepney, Kingston-upon-Hull, Innkeeper. Feb 22. Asst. Reg March 7.
Ord, Geo Miller, Bishop Auckland, Durham, Clothier. Feb 20. Comp. Reg March 5.
Osmond, Edwd, Shenley, nr Barnet, Hertford, Builder. March 2. Comp. Reg March 8.
Owen, Jas, & Chas Oakes, Oldham, Lancaster, Spinners. Feb 27. Asst. Reg March 8.
Penn, Alfred, Essex-rd, Islington, Boot Manufacturer. Feb 21. Comp. Reg March 8.
Pickering, Joseph, Carlisle, Sculptor. Feb 7. Asst. Reg March 6.
Pittock, Bailey, West Bergholt, Essex, Brewer. Feb 12. Asst. Reg March 5.
Ray, Saml, Cable-st, St Mary's, Whitechapel, Trimming Seller. Feb 21. Comp. Reg March 7.
Roberts, Jas, Coggeshall, Essex, Draper. Feb 8. Asst. Reg March 8.
Rogers, Hy, Sheffield, Malster. March 1. Comp. Reg March 7.
Seymour, Edwd Richd, Lansdown-pl, Upper Norwood, Builder. Feb 23. Comp. Reg March 6.
Slowe, Richd, Calver Sough, Derby, Innkeeper. Feb 9. Asst. Reg March 6.
Smith, Jas Foster, Lpool, Boot Dealer. March 4. Comp. Reg March 7.
Smith, Wm, Southampton-st, Camberwell, Furniture Dealer. Feb 14. Asst. Reg March 5.
Spencer, John, Wetherby, York, Grocer. Feb 7. Asst. Reg March 7.
Steward, Wm, Bloxwich, Stafford, Tailor. March 4. Comp. Reg March 8.
Steofs, Gustave, Notting-hill, Gent. March 5. Comp. Reg March 8.
Stott, Alex, Southwell, Nottingham, Confectioner's Assistant. March 5. Asst. Reg March 8.
Teller, Elkan, Upper East Smithfield, Tailor. March 1. Asst. Reg March 8.
Thornton, Geo, Birm, Edge Tool Manufacturer. March 4. Comp. Reg March 8.
Turner, Simeon, Aylesbury-st, Cheesemonger. March 1. Asst. Reg March 8.
Vick, Uriah Christopher, Bristol-gardens, Paddington, Grocer. Feb 5. Comp. Reg March 5.
Walker, Jas, Armley, Leeds, Cloth Manufacturer. Feb 12. Comp. Reg March 5.
Williams, Edwd Gerbury, Tiverton, Devon, Grocer. Feb 11. Comp. Reg March 6.
Winter, Hy, King's-rd, Chelsea, Comm Agent. Jan 28. Comp. Reg March 7.
Wyburn, Robt, Cardiff, Glamorgan, Outfitter. Feb 12. Asst. Reg March 5.

Bankrupts.

FRIDAY, March 8, 1867.

To Surrender in London.

Allen, Jane Eliz, Ramsgte, Schoolmistress. Pet March 6. March 21 at 1. Dangerfield, Craven-st, Strand.
Bingham, Fredk Fras, Peckham, Baker. Pet March 4. March 21 at 1. Mose, Stones-end, Southwark.
Bland, Geo, Slough, Bucks, Railway Clerk. Pet March 5. March 21 at 2. Thistlethwaite, Lincoln's-inn-fields.
Bollington, Jas, High-st, Portland-town, Bookseller. Pet March 5. March 20 at 1. Goldrick, Strand.
Braithwaite, John, Abingdon-st, Westminster, Civil Engineer. Pet March 5. March 20 at 12. Lewis, Gt James-st, Bedford-row.
Budd, Wm, Prisoner for Debt, London. Pet March 1 (for pau). March 20 at 11. Mullens, St Paul's-pl, Canonbury.
Clegg, Robt, Meredith-st, Clerkenwell, Lithographer. Pet March 4. March 27 at 1. Munday, Basinghall-st.
Croker, Bland Wm, Zeltweg, Austria, Engineer. Adj Jan 25. March 21 at 2. Fry, Mark-lane.
Dibley, Adam Smart Wm, Southwell, Wandsworth-rd, Baker. Pet March 4. March 20 at 12. Putman, Guildhall-chambers.
English, Alfred, Scotland-green, Tottenham, Beer Retailer. Pet March 4. March 20 at 11. Durant, Guildhall-chambers.
Fortman, Wm Woolton, Caledonian-rd, King's-cross, Solicitor's Clerk. Pet March 4. March 21 at 1. Doyle & Co, Verulam-buildings.
Green, Geo, Prisoner for Debt. Pet March 4 (for pau). March 27 at 2. Brown, Basinghall-st.
Hawksford, Nicholas Walter, Commerce-pl, Portobello-rd, Kensington, Boot Maker. Pet March 4. March 20 at 11. Welman, Parliament-st, Westminster.
Jackson, Walter Hy, & Hy Arcourt Lewsey, High-st, Old Brentford, Wholesale Stationers. Pet Feb 28. March 27 at 11. Butterfield, Connaught-ter, Edgware-rd.
Kemp, Geo Joseph, Old Bethnal-green-rd, Cabinet Maker. Pet March 6. March 21 at 2. Hicks, Coleman-st.
Kent, John, Stratford-grove, Stratford, Builder. Pet March 4. March 27 at 1. Steadman, Mason's-avenue, Coleman-st.
Lambert, Wm, Hertford, Farmer. Pet Feb 22. March 19 at 1. Sole & Co, Aldermanbury.
Lowder, Wm Thos Picton, Tufton-st, Westminster, Cab Proprietor. Pet March 4. March 21 at 12. Beard, Basinghall-st.
Mills, Geo Etches, Cambridge, Builder. Pet Feb 25. March 20 at 1. Ollard, Upwell.
Mound, Lucien, Castle-rd, Kentish-town, out of business. Pet March 4. March 21 at 1. Bussell, Ludgate-hill.
Rance, Geo, Totnes-cottages, Millwall, Asphalte Workman. Pet March 4. March 21 at 1. Marshall, Lincoln's-inn-fields.
Richter, Chas Frederic, Prisoner for Debt, Southampton. Pet March 2. March 21 at 12. Mackey, Southampton.

Roberts, Sir Randall Howland, Somerset-st, Portman-sq, Baronet. Pet March 1. March 27 at 12. Lawrance & Co, Old Jewry-chambers.
Robinson, Wm Hy, Gt Queen-st, Holborn, Printers' Draughtsman. Pet March 5. March 20 at 12. Lumley & Lumley, Moorgate-st
Rought, Geo, Nottingham-pl, Eagle-wharf-rd, Shoreditch, Wholesale Milliner. Pet March 6. March 20 at 1. Gardner, Southampton-buildings, Chancery-lane.
Rowe, Alfred, St Mary's-ter, Paddington, Clerk. Pet March 6. April 3 at 11. Dobie, Basinghall-st.
Russell, Saml, Mincing-lane, Lighterman. Pet March 1. March 21 at 2. Collins, King William-st.
Sheaff, John Geo, East-st, Walworth, Butcher. Pet March 6. March 20 at 1. Silvester, Gt Dover-st.
Smith, Geo, Willow-st, Blythe-lane, Hammersmith, Carpenter. Pet March 5. March 21 at 2. Hicks, Coleman-st.
Smith, Wm, Gray's-inn-rd, Lamp Manufacturer. Pet Feb 28. March 27 at 11. March 27 at 11. Marshall, Lincoln's-inn-fields.
Spratt, Wm Eldridge, Chiswick, Surgeon. Pet March 6. April 3 at 11. Pittman, Guildhall-chambers.
Whale, Hy, Peckham-grove, Camberwell, Importer of Alabasters. Pet March 5. March 20 at 12. Roberts, Clement's-inn.
Whitaker, Fredk, Woolwich, Blacksmith. Pet March 4. March 20 at 12. Hanslip, Gt James-st, Bedford-row.
Wilson, Mary Ann, & Robt Wilson, Eden-ter, Battersea, Shipowners. Pet Feb 28. March 20 at 2. Olive, Portugal-st.

To Surrender in the Country.

Andrew, Saml, Ashton-under-Lyne, Cotton Dealer. Pet March 5. Ashton-under-Lyne, March 28 at 12. Toy, Ashton-under-Lyne.
Bearcroft, Saml, Gloucester, General Ship-Smith. Pet March 6. Bristol, March 20 at 11. Miller, Bristol.
Blakeley, Thos, Hanging Heaton, York, Woollen Manufacturer. Pet Feb 28. Leeds, March 21 at 11. Bond & Barwick, Leeds.
Clarke, Wm, Wolstanton, Stafford, Greengrocer. Pet March 5. Birm, March 29 at 12. Salt, Tunstall.
Cookson, Jas, Rusholme, Lancaster, Blacksmith. Pet March 4. Manch, March 26 at 9.30. Eltoft, Manch.
Coggins, Geo, Southampton, Coal Merchant. Pet March 5. Basingstoke, March 19 at 12. Chandler, Basingstoke.
Cornwell, Wm, Prisoner for Debt, Lancaster. Adj Feb 20. Manch, March 26 at 9.30.
Court, Thos, Kineton, Warwick, Plumber. Pet March 5. Birm, March 27 at 12. Smith, Birm.
Coxton, Thos, Stockton-on-Tees, Durham, Bricklayer. Pet March 4. Newcastle-upon-Tyne, March 22 at 12. Watson, Newcastle-upon-Tyne.
Culley, Saml Hall, Exeter, Comm Agent. Pet March 6 (for pau) Exeter, March 19 at 11. Floud, Exeter.
Davies, Eliz, Prisoner for Debt, Ruthin. Adj Feb 11. St Asaph, March 22 at 10.
Figdor, Morris, Lpool, Importer of Foreign Goods. Pet March 4. Lpool, March 21 at 11. Williams, Lpool.
Fancis, Wm, Bromley, Stafford, Haulier. Pet March 2. Stourbridge, March 22 at 10. Lowe, Dudley.
Grange, Matthew, Dacre Banks, nr Ripley, York, out of business. Pet March 6. Ripon, March 25 at 1. Harle, Leeds.
Harrison, John Mather, Prisoner for Debt, Lancaster. Adj Jan 16. Manch, March 22 at 11.
Hickman, Wm, Prisoner for Debt, Chester. Adj Sept 13. Manch, March 19 at 11.
Hilton, Wm, Prisoner for Debt, Lancaster. Adj June 14. Manch, March 28 at 11.
Hudson, Geo, Yeadon, York, Carter. Pet March 1. Otley, March 20 at 12.30. Newstead, Otley.
Jenkin, Wm, Redruth, Cornwall, Mining Engineer. Pet March 2. Exeter, March 20 at 1. Travena, Redruth.
Jeynes, Hy, Hereford, Cabinet Maker. Pet Feb 26. Birm, March 20 at 12. Southall & Nelson, Birm.
Lupton, Geo Thos, Prisoner for Debt, York. Adj Jan 21. York, April 3 at 12. Mann, York.
Meecham, John Mark, Prisoner for Debt, Bristol. Adj Feb 20. Bristol, March 22 at 12.
Mitchell, Richd, Leicester, Manufacturer of Hosiery. Pet March 5. Birm, March 26 at 11. Toller, Leicester.
Morgan, Rees, Llanelly, Butcher. Pet March 6. Llanelly, March 21 at 12. Rees, Llanelly.
Morton, Wm Hy, Leamington Priors, Warwick, Carpenter. Pet March 5. Warwick, March 30 at 11. Smallbone, Coventry.
Nelson, John, Leeds, Comm Agent. Pet March 5. Leeds, March 28 at 12. Harle, Leeds.
Parker, Joseph Abraham Jacques, Hy Jacques Parker, & Saville Jacques Parker, Newcastle-upon-Tyne, Surgeon Dentists. Pet March 5. Newcastle-upon-Tyne, March 22 at 1. Joel, Newcastle-upon-Tyne.
Parr, John, Manch, Printer. Pet March 4. Manch, March 26 at 9.30. Partington & Allen, Manch.
Peraberton, Jas, Stalybridge, Lancaster, Bill Poster. Pet Feb 28. Ashton-under-Lyme, March 28 at 12. Toy, Ashton-under-Lyme.
Rawlinson, Hy, & Edmd Rawlinson, Burnley, Lancaster, Cotton Spinners. Pet March 4. Manch, March 20 at 11. Grundy & Coulson, Manch.
Rawlings, Saml Groves, Shrewsbury, Salop, Saddler. Pet Feb 19. Birm, March 20 at 12. Morris, Shrewsbury.
Reynolds, John, Elvington, York, out of business. Pet March 4. York, April 3 at 11. Mason, York.
Richmond, Thos, Keyworth, Nottingham, Blacksmith. Pet March 4. Nottingham, April 10 at 11. Briggs, Nottingham.
Robinson, Wm, Sunderland, Durham, Butcher. Pet March 5. Sunderland, March 26 at 12. Bell, Sunderland.
Salmon, John, Sudbury, Suffolk. Pet March 1. Sudbury, March 19 at 10. Cardinall & Wright, Halstead.
Salter, Fredk Irwin, Yarmouth, Isle of Wight, Builder. Pet March 2. Newport, March 20 at 11. Joyce, Newport.
Saunders, Wm, Buckland Newton, Dorset, Publican. Pet March 5. Dorchester, March 19 at 2. Weston, Dorchester.
Sidgwick, Thos Graha , Holbeach, Lincoln, Cabinet Maker. Pet March 2. Holbeach, March 18 at 11. Clarke, Moulton.
Snape, Steph, Oldbury, Worcester, Boot Dealer. Pet March 5. Birm, March 27 at 12. James & Griffin, Birm.
Squire, Ephraim Geo, Lpool, Editor. Pet March 6. Lpool, March 19 at 11. Bass, Lpool.
Stafford, Wm Hy, Manch, Tea Dealer. Pet March 5. Manch, March 26 at 9.30. Nuttall, Manch.
Thorpe, Geo, Stafford, Licensed Victualler. Pet March 4. Birm, March 22 at 12. Brough, Stafford.
Tomlinson, Geo, Lincoln, Grocer. Pet March 4. Lincoln, March 20 at 11. Rex, Lincoln.
Townsend, Wm Hayward, Bristol, Comm Agent. Pet March 4. Bristol, March 20 at 11. Press & Co, Bristol.
White, John, Prisoner for Debt, Nottingham. Adj Feb 19. Nottingham, April 10 at 11.
Whiston, Jas, Bolton, Lancaster, Labourer. Pet Feb 19. Bolton, March 22 at 1. Glover & Ramwell, Bolton.
Williams, John, Llandionil, Anglesey, Farmer. Pet March 7. Lpool, March 22 at 12. Best, Lpool.

TUESDAY, March 12, 1867.

To Surrender in London.

Beslee, Thos, jun, Frittenden, Kent, Butcher. Pet March 7. March 25 at 12. Westall, Copthall-ct.
Chandler, John, Commerce-pl, Notting-hill, Dairyman. Pet Feb 21. March 25 at 12. Hembery, Staple-inn.
Clapham, Geo, Prisoner for Debt, London. Pet March 7 (for pau). April 3 at 12. Gontley, Bow-st, Covent-garden.
Culley, Robt Hitchens, Prisoner for Debt, London. Pet March 7 (for pau). April 3 at 12. Goatley, Bow-st, Covent-garden.
Dunbar, Alexandrine Victoria, Old Bond-st, Milliner. Pet March 7. March 28 at 11. May, Russell-sq.
Hammond, Wm Hy Robt, Oxford, Tobacconist. Pet March 9. March 25 at 12. Munday, Basinghall-st.
Howarth, Jas, Cannon-st-rd, St George's East, Draper. Pet March 5. March 27 at 2. Peverley, Coleman-st.
Hunt, Saml, Gt Peter-st, Westminster, Baker. Pet March 8. March 28 at 11. Munday, Essex-st, Strand.
Lindsay, Wm Hy. & Wm Hy Eastwood, Sise-lane, Bucklersbury, Iron Agents. Pet March 5. March 27 at 2. Lewis, Gt James-st, Bedford-row.
Matthews, Jas, Aley-green, Hertford, Bricklayer. Pet March 8. March 28 at 12. Parker, Bedford-row.
Matthie, John Chas, Chester-ter, Pimlico, no profession. Pet March 7. March 25 at 11. Smith, Gresham-house.
Pasco, John Pentold, Kendal-ter, Victoria-pk-rd, Paymaster. Pet March 7. March 25 at 11. Wood, Basinghall-st.
Quint, Saml, Prisoner for Debt, London. Pet March 8 (for pau). March 25 at 12. Olive, Portsmouth-st, Lincoln's-inn-fields.
Shrubsole, Steph, Prisoner for Debt, London. Pet March 7 (for pau). March 28 at 11. Dobie, Basinghall-st.
Smith, John Thos, Lillington-st, Pimlico, Carpenter. Pet March 8. March 28 at 12. Cooper, Lincoln's inn fields.
Taunton, Hy, Richmond-rd, Dalston, Corn Dealer. Pet March 7. April 3 at 11. Hicks, Coleman-st.
Ullman, Edwd, Manor-rd, Walworth, General Agent. Pet March 9. March 28 at 12. Edwards, Bush-lane, Cannon-st.

To Surrender in the Country.

Armitage, Geo, Oldham, Lancaster, Cotton Waste Dealer. Pet March 9. Manch, March 25 at 11. Leigh, Manch.
Barker, Wm, Leeds, Builder. Pet March 8. Leeds, March 28 at 12. Harle, Leeds.
Benzley, Robt, Buckland, Portsea, Hants, Builder. Pet March 8. Portsmouth, March 25 at 11. White, Portsea.
Boardman, Jas Roscoe, Lpool, Gent. Pet Feb 25. Lpool, March 22 at 12.
Brears, Wm, Fishlake, York, Lime Merchant. Pet March 6. Thorne, April 3 at 1. Shirley & Atkinson, Doncaster.
Broome, Chas, Leicester, Wholesale Stationer. Pet March 7. Birm, March 26 at 11. Petty, Leicester.
Brown, Wm, Atherstone, Warwick, Grocer. Pet March 9. Birm, March 27 at 12. Tippetts, Atherstone.
Brown, Ann, Middlesbrough, York, Dressmaker. Pet March 8. Stockton-on-Tees, March 27 at 11. Dobson, Middlesbrough.
Cary, Thos Edwd, Hundleby, Lincoln, Farmer. Pet March 6. Spilsby, March 21 at 11. Walker, Alford.
Clarke, John, Crowle, Lincoln, Labourer. Pet March 6. Thorne, April 3 at 1. Foster, Thorne.
Collin, Peter de Egglesfield, Lpool, Attorney-at-Law. Pet March 11. Lpool, March 28 at 11. Jenkins & Rae, Lpool.
Cottee, Hy, Broomfield, Essex, Journeyman Miller. Pet March 7. Chelmsford, March 22 at 11. Jones, Chelmsford.
Edge, Wm, Wellington, Salop, Blacksmith. Pet March 8. Wellington, March 23 at 10. Walker, Wellington.
Fleming, John, Hulme, Manch, Grocer's Traveller. Pet March 7. Salford, March 23 at 9.30. Hampson, Manch.
Forster, Wm, Hanley, Stafford, Collier. Pet March 6. Hanley, April 13 at 12. Sutton, Burslem.
Freeman, Wm, Wrexham, Denbigh, Joiner's Foreman. Pet March 8. Wrexham, March 29 at 11. Sherratt, Wrexham.
Hands, Wm, Cheltenham, Gloucester, Chemist's Assistant. Pet March 7. Cheltenham, March 25 at 11. Potter, Cheltenham.
Harbutt, Wm, Nottingham, Chemist. Pet March 8. Birm, March 26 at 11. Briggs, Derby.
Heseltine, Richd, Wednesbury, Stafford, Tailor. Pet March 7. Birm, March 22 at 12. Woodward & Son, Wednesbury.
Hodgson, Eliz, Penrith, Cumberland, Grocer. Pet March 7. Penrith, March 22 at 10. Cant, Penrith.
Hooker, Isaac, Ashurst Wood, Sussex, Draper. Pet March 6. East Grinstead, March 21 at 12. Hastie, East Grinstead.
Hughes, John, Birkenhead, Chester, Cabinet Maker. Pet March 8. Lpool, March 25 at 11. Bretherton & Co, Lpool.
Imeson, Eliza, Cheltenham, Gloucestershire. Pet March 5. Cheltenham, March 25 at 11. Stroud, Cheltenham.
Jameson, Wm Hy, Everton, nr Lpool, Cigar Merchant. Pet March 7. Lpool, March 22 at 11 Best, Lpool.
Jones, Hugh, Penmaenmawr, Carnarvon, Joiner. Pet March 7. Conway, March 23 at 12. Jones, Conway.

Kennett, Wm, Whitstable, Kent, Carpenter. Pet March 6. Canterbury, March 18 at 12. De Lasaux, Canterbury.
Knowles, John Alsager, Birchfield, Handsworth, Stafford, Clerk. Pet March 7. Birm, March 29 at 10. Brown, Birm.
Knowles, John, Bolton-le-Moors, Lancaster, Machinist. Pet March 7. Manch, March 27 at 12. Marsland & Addleshaw, Manch.
Maysey, Wm Giles, Gloucester, Butcher. Pet March 6. Gloucester, March 23 at 12. Taynton, Gloucester.
Minshall, Thos, Stoke-upon-Trent, Stafford, Brick Manufacturer. Pet March 9. Birm, March 27 at 12. Blackston & Everitt, Shelton.
Moses, Wm, Waterloo, Lancaster, Joiner. Pet March 8. Lpool, March 26 at 3. Almond, Lpool.
Munslow, Benj, Newton-heath, Lancaster, Ironfounder. Pet March 9. Manch, March 26 at 12. Livett, Manch.
North, Levi, Halifax, York, Refreshment-room Proprietor. Pet March 6. Leeds, March 24 at 11. Barber, Brighouse.
Nuttall, Jas, Monkwearmouth Shore, Durham, Cab Proprietor. Pet March 8. Sunderland, March 29 at 12. Dixon, Sunderland.
Oliver, Matthew, Worcester, Dealer in Tobacco. Pet March 6. Worcester, March 25 at 11. Tree, Worcester.
Page, Saml, & Chas Wilmot Wilkinson, Sedgley, Stafford. Pet March 7. Birm, March 27 at 12. Hayes, Wolverhampton.
Palmer, Jonathan Robt, Clewer, nr Windsor, Berks, out of business. Pet March 7. Windsor, March 23 at 11. Goldrick, Strand.
Pearson, Matthew, Willingham-by-Stow, Lincoln, Blacksmith. Pet March 8. Gainsborough, March 26 at 10. Bladon, Gainsborough.
Pickup, Wm, & John Holden, Darwen, Cotton Spinners. Pet Feb 26. Manch, March 25 at 12. Slater & Co, Manch.
Pugh, Thos, Churton, Salop, Farmer. Pet Feb 13 (for pau). Shrewsbury, April 8 at 11.
Rathmell, Wm, Leeds, Artist. Pet March 7. Leeds, March 28 at 12. Emsley, Leeds.
Raymont, Catherine Baker, Prisoner for Debt, Exeter. Pet March 5. Exeter, March 23 at 11. Flood, Exeter.
Saunter, Stephen, Folkestone, Kent, Boot Maker. Pet March 7. Folkestone, March 26 at 3. Minter, Folkestone.
Sheppard, Wm, Gloucester, Builder. Pet March 7. Bristol, March 22 at 11. Cooke, Gloucester.
Skewes, Mary Ann, Saint Day, Cornwall, Draper. Pet March 6. Redruth, April 2 at 11. Trevena.
Smith, Wm, Rhos, Radnor, Shoe Maker. Pet March 9. Kington, March 26 at 11. Bedford, Leominster.
Spurway, Jas, Horfield, Gloucester, Baker. Pet March 7. Bristol, March 22 at 12. Clifton.
Stanbury, Edwd, Canterbury, Watchmaker. Pet March 6. Canterbury, March 18 at 12. De Lassaux, Canterbury.
Stott, Robt, Blackburn, Lancaster, Grocer. Pet March 7. Manch, March 25 at 12. Gardner, Manch.
Thorpe, John, Prisoner for Debt, Lancaster. Adj Feb 20. Manch, March 26 at 11.
Ward, Wm, Harlow, Essex, Boot Maker. Pet March 7. Bishop's Stortford, March 21 at 12. Buchanan, Basinghall-st.
Warren, Wm, Lpool, Licensed Victualler. Pet March 9. Lpool, March 26 at 11. Henry, Lpool.
Wesley, Wm, West Bromwich, Stafford, Beerhouse Keeper. Pet March 7. Oldbury, March 19 at 12. Beardsall, Wednesbury.
Westmacott, Richd, Blockley, Worcester, Silk Throwster. Pet March 6. Birm, March 27 at 12. New & Co, Evesham.
Whitfield, Thos, Wetherby, York, Joiner. Pet March 8. Tadcaster, March 26 at 10. Harle, Leeds.
Willoughby, Hezekiah, Lincoln, Butcher. Pet March 8. Lincoln March 23 at 11. Chambers, Lincoln.
Wormald, Joseph, Leeds, Joiner. Pet March 11. Leeds, March 25 at 11. Harle, Leeds.
Young, Chas Thos, Twyford, Hants, Grocer. Pet March 5. Winchester, March 26 at 11. Mackey, Southampton.

BANKRUPTCIES ANNULLED.

FRIDAY, March 8, 1867.

Hellyer, Robt, Eleanor-ter, Devonshire-rd, Croydon, Carpenter. Feb 14.

TUESDAY, March 12, 1867.

Haigh, Geo, Edgware-rd, Saddler. Nov 14.
Jenkinson, Alfred, Clement's-lane, Attorney-at-Law. March 6.
Monteith, John, Manch, Manufacturer of Aniline and other Colours. March 8.

RECENT LAW PUBLICATIONS.